**** Please Note the addition of ACTION ITEM E ***

CAPITAL CITY DEVELOPMENT CORPORATION Board of Commissioners Meeting Conference Room, Fifth Floor, 121 N. 9th Street March 12, 2018 12:00 p.m. A G E N D A

I.	CA	ALL TO ORDERCha	air Zuckerman
II.	AG	GENDA CHANGES/ADDITIONS	air Zuckerman
ш	co	ONSENT AGENDA	
	A.	Expenses 1. Approval of Paid Invoice Report – February 2018	
	В.	Minutes and Reports 1. Approval of February 12, 2018 Meeting Minutes	
	C.	 Other Approve Resolution #1530 – 222 N 8th Street – Diablo & Sons – Type One Participation with Bittercreek/Red Feather LLC [Designation 2/12/18, NTE \$150,000] Approve Resolution #1531 – 122 N 5th Street – Shops on 5th – Type One Participation with Brownfield's Building, LLC [Designation 2/12/18, NTE \$150,000] Approve Resolution #1534 Approval of 201 N 29th Street – Whittier Elementary – Type Participation Agreement with Boise School District [Designation 2/12/18, NTE \$540,00] Approve FY 2018 Q1 Financial Report, October 1 thru December 31, 2017 (Unaudited 	n Agreement e Four 0]
IV.	AC		
	A.	PUBLIC MEETING: 2017 Annual Report Cha	air Zuckerman
	В.	CONSIDER: Approval of the 2017 Annual Report	John Brunelle
	C.	CONSIDER: Approval of the 2018-2022 Capital Improvement Mid-Year Amendment (5 mi	,
	D.	CONSIDER: Capitol & Front Garage Disposition - Discuss and Approve Disposition Proce Request for Proposals (5 minutes)	
	E.	CONSIDER: Resolution #1536 - Approval of Termination of the Purchase and Sale Agree	ement for the
		condominium of 406 S. 5 th Street, aka 5 th & Broad Garage (5 minutes)Shel	lan Rodriguez
	F.	CONSIDER: Resolution #1532 – Central District CMGC Contract Amendment #2, Freak A Union Alley Improvements (5 minutes)D	•
	G.	CONSIDER: Resolution #1533 – Approval of Consultant Services Contract for Shoreline D Formation (5 minutes)	
	H.	CONSIDER: Resolution #1538 – Awarding Contract for the Power Line Relocation Project Idaho Alley 3 rd to 5 th Streets (5 minutes)	

V. INFORMATION/DISCUSSION ITEMS

Α.	Operations Report	rt (5 minutes)John Brunelle
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VI. EXECUTIVE SESSION

Deliberations regarding acquisition of an interest in real property which is not owned by a public agency; consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code; and communicate with legal counsel to discuss the legal ramifications and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated [Idaho Code Section 74-206(1) (c), (d) and (f)].

VII. ADJOURN

This meeting is being conducted in a location accessible to those with physical disabilities. Participants may request reasonable accommodations, including but not limited to a language interpreter, from CCDC to facilitate their participation in the meeting. For assistance with accommodation, contact CCDC at 121 N 9th St, Suite 501 or (208) 384-4264 (TTY Relay 1-800-377-3529).



Paid Invoice Report For the Period: 2/01/2018 through 2/28/2018

Payee	Description	Payment Date	Amount	
Debt Service:				
US Bank	2015 Bond interest	2/28/2018	20,025.00	-
US Bank	2011 B Bond interest	2/28/2018	191,662.50	
Zions Bank	2017 A Bond interest	2/28/2018	146,309.19	e.
Zions Bank	2017 B Bond interest	2/28/2018	71,055.77	
US Bank	AHA Payment - Civic Plaza	2/15/2018	85,000.00 -	
	Тс	otal Debt Payments:	514,052.46	
Payroll:				
EFTPS - IRS	Federal Payroll Taxes	2/14/2018	13,256.82	÷
Idaho State Tax Commission	State Payroll Taxes	2/14/2018	2,452.00	-
CCDC Employees	Direct Deposits Net Pay	2/14/2018	32,069.04	-
PERSI	Retirement Payment	2/14/2018	14,719.89	-
EFTPS - IRS	Federal Payroll Taxes	2/28/2018	12,327.14	-
Idaho State Tax Commission	State Payroll Taxes	2/28/2018	2,484.00	
CCDC Employees	Direct Deposits Net Pay	2/28/2018	33,428.95	
PERSI	Retirement Payment	2/28/2018	14,805.50 -	•
	Tota	i Payroll Payments:	125,543.34	
Checks and ACH				
Various Vendors	Check and ACH Payments Issued (See Attached)	February 2018	2,711,653.55	
	Total Paid Invoice, R	Reported Payments:	2,711,653.55	

Total Cash Disbursements: \$ 3,351,249.35

I have reviewed and approved all cash disbursements in the month listed above. Executive Directø **Finance Director** 2018 Date Date

Board Member TH

318(2018 Date

Paid Invoice Report - (By Input Date) Payment due dates: 2/1/2018 - 2/28/2018

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Report Criteria:

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Summary report type printed

/endor lumber	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
3659	Ada County	JAN18 MGL	Jan2018 Master Ground	01/31/2018	22,415.10	62784	02/12/2018
Tot	al 3659:				22,415.10		
1058	Ada County Highway Distri	617 ASH ST	503 Ash Street, Land Dev.	02/07/2018	33,000.00	62785	02/12/2018
Tot	al 1058:				33,000.00		
3838	American Fire Protection L		Drum Drip System	12/29/2017	185.00	62764	02/09/2018
			Water Tank - Conda	12/31/2017	270.00	62764	02/09/2018
		10981	Monthly pump inspection &	01/26/2018	185.00	62764	02/09/2018
		11020	Drum Drip Service	01/15/2018	135.00	62764	02/09/2018
		11023	Monthly pump inspection &	01/30/2018	90.00	62764	02/09/2018
Tot	al 3838:				865.00		
4035	Anglyn Property Advisors L	CAP & FRO	Cap & Front Garage Apprai	01/05/2018	5,800.00	10683	01/31/2018
Tot	al 4035:				5,800.00		
1316	Blue Cross of Idaho	1800300000	Health Insurance - Februar	02/01/2018	22,589.02	62759	02/01/2018
Tot	al 1316:				22,589.02		
1331	Boise Centre	8280-IN	Grove maintenance fee - J	01/31/2018	6,922.00	62755	01/26/2018
Tot	al 1331:				6,922.00		
1385	Boise City Utility Billing	91177 FEB2	848 Main St # 0447416001	02/01/2018	7.15	10716	02/26/2018
Tot	tal 1385:				7.15		
4049	Caldwell Transportation Co	26507	Potato Bowł Shuttle	01/31/2018	2,375.00	62789	02/28/2018
Tot	tal 4049:				2,375.00		
3712	Car Park	DECEMBER	10th & Front - Grove	12/31/2017	175,939.14	10684	01/31/2018
Tot	tal 3712:				175,939.14		
1556	Caselle Inc.		Contract support - Februar W2 Year End Services	02/01/2018 01/08/2018	787.33 750.00	62760 62742	02/01/2018 01/18/2018
Tot	tal 1556:				1,537.33		
1595	CITY OF BOISE		Down Town Core Maint - C Down Town Core Maint - C	12/31/2017 01/31/2018	4,440.00 2,220.00	62801 62801	03/05/2018 03/05/2018
Tot	tal 1595:				6,660.00		
1703	CSHQA	30571	Central dist. Infrastructure	12/31/2017	32,013.50	10694	02/13/2018
		30572	Alley improvements	12/31/2017	9,525.50	10694	02/13/2018
		30639	Garage Signage	01/31/2018	766.32	10725	03/07/2018
		30686	Central dist. Infrastructure	01/31/2018	16,494.50	10725	03/07/2018

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Paid Invoice Report - (By Input Date) Payment due dates: 2/1/2018 - 2/28/2018 Page: 2 Mar 02, 2018 10:35AM

/endor umber	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Tot	al 1703:				58,799.82		
4002	Don Reading	JAN2018	Central District Sunset Eco	01/25/2018	5,500.00	62786	02/12/2018
Tot	al 4002:				5,500.00		
4003	Donald Holley	JANUARY 20	Central District Sunset Eco	01/25/2018	4,500.00	62766	02/09/2018
Tot	al 4003:				4,500.00		
1838	Elam & Burke P.A.	171717 171718	Carley Project - 5th & Front Ash Street Properties	01/31/2018 01/31/2018	1,285.00 1,880.00	10726 10726	03/07/2018 03/07/2018
		171719 171720	30th Street CD Closeout	01/31/2018 01/31/2018	180.00 740.00	10726 10726	03/07/2018 03/07/2018
		171722 171723	GBAD	01/31/2018 01/31/2018	505.00 34.00	10726 10726	03/07/2018 03/07/2018
		171724 171725 171726	Parcel B Hotel Project Parking Matters Multi-Purpose Facility & Sh	01/31/2018 01/31/2018 01/31/2018	1,602.00 480.00 9,905.00	10726 10726 10726	03/07/2018 03/07/2018 03/07/2018
		171727 171729	101-0 General RM Implement	01/31/2018	2,214.50 245.00	10726 10726	03/07/2018
		171730 171731	Legislation WS District	01/31/2018 01/31/2018	140.00 1,684.50	10726 10726	03/07/2018 03/07/2018
		171732	New URD - GWD	01/31/2018	44.80	10726	03/07/2018
	al 1838:				20,939.80		
	FastSigns	INV-2231	Garage Signage - 11th/Fro	02/06/2018	1,634.65	62767	02/09/2018
	al 4047:	46020	CCDC Caraca Add Marfin	04/04/0048	1,634.65	60700	00/00/0040
	Glancey Rockwell & Associ	16030	CCDC Garage Add Wayfin	01/31/2018	606.99	62769	02/09/2018
	Guho Corp.	DRAW #1	RD, Wayfinding Project Ins	01/31/2018	6,871.00	10695	02/13/2018
Tot	al 3695:				6,871.00		
2165	Idaho Power	06607 JAN18 10368 JAN18	9th St outlets #220040660 617 S Ash #2200910368	01/31/2018 01/31/2018	4.26 6.04	10713 10713	02/16/2018 02/16/2018
		27995 JAN18 34903 JAN18 83212 FEB1	9th & State # 2201627995 8th St lights #2202934903 Grove Vault #2205983212	01/31/2018 01/31/2018 02/01/2018	4.02 113.79 60.98	10713 10713 10713	
Tot	al 2165:				189.09		
3900	Idaho Records Manageme	0125352	Records Storage	01/31/2018	92.22	10699	02/14/2018
Tot	tal 3900:				92.22		
2174	Idaho Smart Growth	2018 GENER	Sponsorship - Sustaining P	01/24/2018	500.00	62770	02/09/2018
Tot	tal 2174:				500.00		
2186	ldaho Statesman	263244 JAN1	Legal Notices	01/31/2018	111.20	62790	02/28/2018

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Paid Invoice Report - (By Input Date) Payment due dates: 2/1/2018 - 2/28/2018 Page: 3 Mar 02, 2018 10:35AM

/endor lumber	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
Tof	al 2186:			-	111.20		
2240	Intermountain Gas Compa	30007 JANY	617 Ash St #69482130007	01/23/2018	25.64	10712	02/14/2018
Tot	tal 2240:				25.64		
3966	Involta	0030040	Website Hosting Services	01/31/2018	1,347.90	62771	02/09/2018
Tot	tal 3966:				1,347.90		
2288	Jensen Belts	1603-24 1765-2 1768-1	2016 LIV District Public Infr WD, Downtown Urban Par Streetscape Design Next Y	01/31/2018 01/31/2018 01/31/2018	3,144.00 3,776.00 6,308.00	10727 10727 10727	03/07/2018 03/07/2018 03/07/2018
Tot	tal 2288:			-	13,228.00		
3922	Kevin Martin	JAN2018 - H	SHRM18 Expense Reimbu	01/31/2018	1,803.07	10711	02/15/2018
Tot	tal 3922:				1,803.07		
3913	Kimley-Horn and Associate	10675492 10675493	Cap & Front Garage Apprai Parking Strategic Plan – S	01/31/2018 01/31/2018	2,500.00 1,770.00	62791 62791	02/28/2018 02/28/2018
To	tal 3913;				4,270.00		
3439	KPFF Consulting Engineer	182604	Parking Garage Repair Ass	01/31/2018	310.00	10720	03/02/2018
Tof	tal 3439:				310.00		
3836	Langston & Associates	17.1258R	Appraisal on Property - WS	02/01/2018	1,800.00	62772	02/09/2018
To	tal 3836:				1,800.00		
3819	Level 3 Communications L	65574338	Internet & Data	01/17/2018	605.18	62773	02/09/2018
To	tal 3819:				605.18		
2465	Materials Testing & Inspect	150318 150546 150659	Exterior Signs for Garages Exterior Signs for Garages 10th & Front Garage Evalu	01/11/2018 01/30/2018 01/30/2018	260.60 204.40 1,000.00	10700 10700 10700	02/14/2018 02/14/2018 02/14/2018
To	tal 2465:				1,465.00		
2567	Mountain States Appraisal	ID2-170213	Market Research, New Sh	01/31/2018	1,500.00	62794	02/28/2018
To	tal 2567:				1,500.00		
3833	Musgrove Engineering P.A.	16198K	Power Line Relocation - T	01/29/2018	1,394.80	10701	02/14/2018
То	tal 3833:				1,394.80		
2774	Pro Care Landscape Mana	18491 18492 18493 18494 18495	Holiday Lights Holiday Lights Holiday Lights Holiday Lights Holiday Lights	01/31/2018 01/31/2018 01/31/2018 01/31/2018 01/31/2018	480.00 168.00 110.00 55.00 120.00	62775 62775 62775 62775 62775	02/09/2018 02/09/2018 02/09/2018 02/09/2018 02/09/2018

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Paid Invoice Report - (By Input Date) Payment due dates: 2/1/2018 - 2/28/2018

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Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date
		18496	Level Tree Grates RMOB	01/31/2018	1,295.00	62775	02/09/2018
		18497	Holiday Lights	01/31/2018	480.00	62775	02/09/2018
		18498	Holiday Lights	01/31/2018	48.00	62775	02/09/2018
Tot	al 2774:				2,756.00		
2801	Quality Electric Inc.	ISV11581	SUEZ Visitor Center Lighti	01/22/2018	644.33	10702	02/14/2018
Tot	al 2801:				644.33		
3896	Rim View LLC	FEBRUARY	Monthly Rent and NNN - Tr	02/01/2018	13,279.29	62761	02/01/2018
		FEBRUARY	NNN Shortage 2017	02/01/2018	758.82	62761	02/01/2018
Tot	al 3896:				14,038.11		
3796	Scheidt & Bachmann USA	31030	January 2018 Merchant Fe	01/31/2018	994.76	10722	03/02/2018
Tot	al 3796:				994.76		
3542	Security LLC - Plaza 121	FEBRUARY	Office rent - February 2018	02/01/2018	10,898.86	62762	02/01/2018
Tot	al 3542:				10,898.86		
4046	Sloan Security Group	2474	CCP Bike Racks	01/26/2018	3,139.00	62776	02/09/2018
Tot	al 4046:				3,139.00		
3974	Stability Networks Inc.	26168	Complete Care Network Su	01/31/2018	2,380.00	10704	02/14/2018
Tot	al 3974:				2,380.00		
3029	State Insurance Fund	17459428	Workers Comp	01/26/2018	1,552.00	62777	02/09/2018
Tot	al 3029:				1,552.00		
3242	Suez Water Idaho	192853 JAN1	Eastman office #06000337	01/31/2018	60.59	10693	02/02/2018
		21111 JAN18	503 509 Ash/Pioneer Grn 0	01/31/2018	23.53	10691	01/29/2018
		230025 JAN1	437 S 9th St irri #06006688	01/31/2018	29.94	10693	02/02/2018
		434259 JAN1	516 S 9th St irri #06006391	01/31/2018	26.94	10693	02/02/2018
		531111 JAN1	8th & GROVE #060072175	01/31/2018	54.11	10693	02/02/2018
		621111 JAN1	617 Ash St water #060063	01/31/2018	21.18	10691	01/29/2018
		628504 JAN1 858008 JAN1	Grove & 10th #060035756 280 N 8th Sprinklers #0600	01/31/2018 01/31/2018	45.79 29.94	10693 10693	02/02/2018 02/02/2018
	1.0040			0110112010		10030	02/02/2010
101	al 3242:				292.02		
4045	Terracon	TA08897	421 N 10th Phase II	01/23/2018	8,900.00	62787	02/12/2018
Tot	al 4045:				8,900.00		
3831	The Land Group Inc.	0139342	RD, River Street SS, Ash t	01/31/2018	202.50	10705	02/14/2018
Tot	al 3831:				202.50		
3146	Title One Corporation	ESCROW N	WD, Type 5 Parcel Acquisit	02/05/2018	2,073,172.37	10689	02/05/2018

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Paid Invoice Report - (By Input Date) Payment due dates: 2/1/2018 - 2/28/2018 Page: 5 Mar 02, 2018 10:35AM

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Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date	
То	tal 3146:				2,073,172.37			
3907	Total System Services	W18895	HVAC System repair	12/31/2017	1,275.00	62778	02/09/2018	
То	tal 3907:				1,275.00			
3693	Trademark Sign Company	3254	Board Member Photo	01/25/2018	285.00	62779	02/09/2018	
То	tal 3693:				285.00			
3505	Travelers	5332Y0201 J	Crime Policy	01/23/2018	562.00	62780	02/09/2018	
То	tal 3505:				562.00			
3170	Treasure Valley Coffee Inc.	05419550	Coffee	01/22/2018	127.05	10707	02/14/2018	
То	tal 3170:				127.05			
3835	US Bank - Credit Cards	01.25.2018	Workers Comp	01/25/2018	6,369.62	10692	02/08/2018	
То	tal 3835:				6,369.62			
3266	Valley Regional Transit	22882	Station Sponsorship 2018 (01/24/2018	10,000.00	10696	02/13/2018	
То	tal 3266:				10,000.00			
3841	VoiceText Communications	13268 14282	Conference calls Conference calls	01/21/2018 01/28/2018	31.89 38.03	10708 10708	02/14/2018 02/14/2018	
То	tal 3841:				69.92			
3997	Wash Worx	INV-000255	Bike Rack Install - 777 W.	01/31/2018	800.00	10709	02/14/2018	
То	tal 3997:				800.00			
3365	Westerberg & Associates	206	Legislative Advisement Ser	01/31/2018	5,000.00	10724	03/02/2018	
То	tal 3365:				5,000.00			
3374	Western States Equipment	IN568489	Bldg 8 generator maintena	01/31/2018	317.28	62782	02/09/2018	
То	tal 3374:				317.28			
3839	Winters Electric LLC	5199	Below Freezing Alarm Rep	01/12/2018	157.50	62783	02/09/2018	
То	tal 3839:				157.50			
3990	Xerox Corporation	092128061	Copier Lease	01/31/2018	389.13	10710	02/14/2018	
То	tal 3990:				389.13			
3868	YESCO	DRAW #2	2017 ParkBOI Garage Sign	01/31/2018	161,727.00	62788	02/12/2018	
То	tal 3868:				161,727.00			

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CAPITAL CITY DEVELOPMENT CORP			Paid Invoice Report - (By Input Date) Payment due dates: 2/1/2018 - 2/28/2018					Page: (Mar 02, 2018 10:35AM
Vendor Number	Name	Invoice Number	Description	Invoice Date	Check Amount	Check Number	Check Issue Date	
Grand T	otals:				2,711,653.55			

Report Criteria:

Summary report type printed

MINUTES OF REGULAR MEETING BOARD OF COMMISSIONERS CAPITAL CITY DEVELOPMENT CORPORATION 121 N. 9th St., Conference Room Boise, ID 83702 February 12, 2018 12:00 p.m.

I. CALL TO ORDER:

Chairman Zuckerman convened the meeting with a quorum at 12:02 p.m.

Present: Commissioner David Bieter, Commissioner Scot Ludwig, Commissioner Maryanne Jordan, Commissioner Gordon Jones, Commissioner Ryan Woodings, and Commissioner Dana Zuckerman.

Absent: Commissioner Ben Quintana

Commissioner Jordan left at 1:04 p.m.

Commissioner Woodings left at 1:52 p.m.

Agency staff members present were: John Brunelle, Executive Director; Todd Bunderson, Development Director; Max Clark, Parking and Mobility Director; Ross Borden, Finance & Administration Director; Mary Watson, General Counsel & Contracts Manager; Doug Woodruff, Senior Project Manager; Laura Williams, Project Manager; Matt Edmond, Project Manager; Shellan Rodriguez, Real Estate Development Manager; Kevin Martin, Accountant & HR; and Sandy Lawrence, Administrative Assistant. Also present was Agency legal counsel, Matt Parks.

II. AGENDA CHANGES/ADDITIONS:

There were no changes or additions to the agenda.

III. CONSENT AGENDA:

- A. Expenses
 - 1. Approval of Paid Invoice Report January 2018
- B. Minutes and Reports
 - 1. Approval of January 8, 2018 Meeting Minutes

Commissioner Ludwig and Commissioner Woodings abstained from voting on the Consent Agenda due to their absence from the last board meeting.

Commissioner Woodings made a motion to approve the Consent Agenda.

Commissioner Bieter seconded the motion

With the exception of Commissioner Ludwig, and Commissioner Woodings, All said Aye. The motion carried 4 - 0

FEBRUARY 12, 2018 BOARD MEETING MINUTES P1

IV. ACTION ITEM

A. CONSIDER: Annual Independent Audit and Financial Report for FY 2017

Kevin Smith, Eide Bailly Audit Partner, gave a report.

Commissioner Woodings made a motion to accept independent auditor Eide Bailly LLP's report of the Agency's FY 2017 financial statements and authorize distribution to statutorily-required entities.

Commissioner Bieter seconded the motion

All said Aye. The motion carried 6 - 0

B. CONSIDER: 301 N. 29th Street – Whittier Elementary – Type 4 Participation Agreement Designation

Laura Williams, CCDC Project Manager, gave a report.

Commissioner Woodings made a motion to direct staff to negotiate a final Type 4 Capital Improvements Reimbursement Participation Agreement with Boise School District for future board approval.

Commissioner Bieter seconded the motion

All said Aye. The motion carried 6 - 0

C. CONSIDER: 222 N 8th Street – Diablo and Son's – Type 1 Participation Agreement Designation

Laura Williams, CCDC Project Manager, gave a report.

Commissioner Woodings made a motion to direct staff to negotiate a final Type 1 Participation Agreement with Bittercreek/Red Feather, LLC for future board approval.

Commissioner Jordan seconded the motion

All said Aye. The motion carried 6 - 0

D. CONSIDER: 122 N 5th Street – Brownfield's Redevelopment – Type 1 Participation Agreement Designation

Laura Williams, CCDC Project Manager, gave a report.

Commissioner Woodings made a motion to direct staff to negotiate a final Type 1 Participation Agreement with Brownfield's Building, LLC. For future board approval.

Commissioner Bieter seconded the motion

All said Aye. The motion carried 6 - 0

E. CONSIDER: Resolution #1524 – Parking Wait List Policy Update

Max Clark, CCDC Director of Parking & Mobility, gave a report.

Commissioner Woodings made a motion to approve Resolution No. 1524, adopting the updated Wait List Policy for the ParkBOI off-street garage parking system.

Commissioner Bieter seconded the motion

All said Aye. The motion carried 6 - 0

F. CONSIDER: Resolution #1525 – Parking Enforcement & Collection Policy Update

Max Clark, CCDC Director of Parking & Mobility, gave a report.

Commissioner Woodings made a motion to approve Resolution No. 1525, adopting an updated Parking Enforcement & Collections Policy.

Commissioner Ludwig recused himself on this vote.

Commissioner Bieter seconded the motion

With the exception of Commissioner Ludwig, All said Aye. The motion carried 5 - 0

G. CONSIDER: Resolution #1526 – Central District CMGC Contract Amendment, GMP #1

Doug Woodruff, CCDC Senior Project Manager and Mary Watson, CCDC General Counsel & Contracts Manager, gave a report.

Commissioner Woodings made a motion to adopt Resolution No. 1526, authorizing the amendment of the Central District CM/GC Agreement with Guho Corporation.

Commissioner Bieter seconded the motion

All said Aye. The motion carried 6 - 0

Commissioner Jordan left the meeting before Action Item H.

H. CONSIDER: Resolution #1527 – 2403 W Fairview – Adare Manor – Type 4 Participation Agreement

Shellan Rodriguez, CCDC Real Estate Development Manager, gave a report.

Commissioner Woodings made a motion to adopt Resolution No. 1527, authorizing the execution of the Type 4 Public Private Participation Agreement with Northwest Integrity Housing Co.

Commissioner Bieter seconded the motion

All said Aye. The motion carried 5 - 0

V. INFORMATION/DISCUSSION ITEMS:

A. Trailhead Management Report

Dan Faricy, Trailhead Executive Director, gave a report.

B. VRT ValleyConnect 2.0 Plan

Kelli Badesheim, VRT Executive Director, gave a report

C. Operations Report

John Brunelle, CCDC Executive Director, gave a report.

VI. EXECUTIVE SESSION

A motion was made by Commissioner Ludwig to go into an executive session at 1:58 p.m. to deliberate regarding acquisition of an interest in real property which is not owned by a public agency [Idaho Code 67-2345(1)(c)]. Commissioner Bieter seconded the motion. A roll call vote was taken:

Commissioner Bieter	Aye
Commissioner Ludwig	Aye
Commissioner Jordan	Absent
Commissioner Jones	Aye

FEBRUARY 12, 2018 BOARD MEETING MINUTES P4

Commissioner QuintanaAbsentCommissioner WoodingsAbsentCommissioner ZuckermanAye

All said Aye. The motion carried 4 - 0

EXECUTIVE MEETING ADJOURNMENT

A motion was made by Commissioner Ludwig to adjourn executive session at 2:36 p.m. and return to the public meeting. Commissioner Bieter seconded the motion. A roll call vote was taken:

Commissioner Bieter	Aye
Commissioner Ludwig	Aye
Commissioner Jordan	Absent
Commissioner Jones	Aye
Commissioner Quintana	Absent
Commissioner Woodings	Absent
Commissioner Zuckerman	Aye

All said Aye. The motion carried 4 - 0

VII. REGULAR MEETING ADJOURNMENT

There being no further business to come before the Board, a motion was made by Commissioner Ludwig to adjourn the meeting. Commissioner Bieter seconded the motion.

All said Aye. 4 - 0

The meeting was adjourned at 2:37 p.m.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CAPITAL CITY DEVELOPMENT CORPORATION ON THE 12th DAY OF MARCH, 2018

- - - -

Dana Zuckerman, Chair

Ryan Woodings, Vice Chair



AGENDA BILL

Agenda Subject: Resolution #1530 approv Bittercreek/Red Feather	ing the Type One Participation Agreement with LLC.	Date: 3/12/2018				
Staff Contact: Laura Williams						
	approving the Type 1 Streetscape Participation A					

Background:

The corner of the Fidelity Building on 8th and Idaho is being remodeled for a new restaurant called Diablo & Sons. The renovation is being done in conjunction with several other building improvements including installing new mechanical systems, and constructing a commercial kitchen in the basement. The owners of Bittercreek/ Red Feather are investing over \$2 million in building upgrades.

The Fidelity Building was built in the early 1900's and has seen many uses throughout the years. Most recently, Pollo Rey was located in the space and closed a few months ago to accommodate the new restaurant's construction. The Diablo & Sons will feature Mexican fare with a focus on specialty Mezcal cocktails. The new space will have roll up garage doors to allow for indoor-outdoor dining experience, activating the street frontage.

CCDC encourages owner/tenant improvements that refresh downtown buildings, strengthen occupancy, and enhance the public realm and pedestrian experience. As part of this project this building owners will install new awnings around the 1st floor of the building replacing the outdated, lower hanging canvas awnings. Because the sidewalks have already been improved consistent with CCDC's streetscape standards the eligible costs will only include the proposed awnings.

Since the Board Designation at the February 12th meeting, Bittercreek / Red Feather received updated cost estimates which will allow them to include new awnings along the entire 8th street side of the Fidelity Building, and will wrap around Idaho Street approximately 66 feet – to the entrance of Pho Nouveau. An updated project depiction is included in the attached agreement.

In 2014, the Board of Commissioners approved CCDC's Participation Program, which includes a Type 1 Streetscape Grant Reimbursement. The Type 1 program is intended to, "assist smaller projects on their own schedule, often triggered by a tenant improvement." The grant will reimburse for up to \$150,000 of eligible expenses, hard costs for streetscapes and public improvements. The Type 1 program can also include awnings located in the public right-of-way.

CCDC's Participation Program Policy stipulates several criteria that awnings must meet in order to be considered eligible expenses, and the Fidelity Building awnings meet all of the specifications as follows:

- 1. Awnings must be located in the right-of-way or included in a public easement: All awnings will be installed in the public ROW and will be included as eligible expenses.
- 2. Awnings must provide functional services (shelter from sun, rain, etc.) to the public sidewalks and streetscapes: The Fidelity buildings awnings will be made with a sheet of powder coated steel and will protect the sidewalks from the elements.
- 3. **Awnings must extend at least 5 feet into the right-of-way:** The awnings vary from 6' to 12' from the building face in the right-of-way.
- 4. **Awnings must cover over 75% of the ground-floor frontage:** This project is unique as it is a remodel of a portion of an existing building. We are considering the project area to consist of the space being retrofitted, which includes 194 linear feet. With the updated scope, 100% of this frontage will have awning coverage.
- 5. Awnings must be made of durable material (including but not limited to metal, polycarbonate, and durable fabric): The awnings will be fabricated out of steel, and will include a PVC membrane roofing and decorative tin ceiling paneling underneath.

Project Summary and Timeline:

- 3,000 SF restaurant renovation
- Located on 8th and Idaho Street (Central URD)
- \$2.2 Million estimated Total Development Costs
- February 8, 2018 DR approval (staff level)
- February 12, 2018 CCDC Board Type 1 Agreement Designation
- March 12, 2018 CCDC Board Approval of Type 1 Agreement
- Spring 2018 Construction Complete. Developer submits costs for reimbursement.

Fiscal Notes:

Preliminary information shows that the project has eligible costs will exceed \$150,000, and the project will request \$150,000 as determined in the Type 1 Participation Program. The project meets all program requirements. The budget for this will be included in the Amended 2018-2022 CIP, presented to the Board in March. This is an additional Type 1 for the Central district, made available with project changes in the district in the last several months. Because the Central district is closing this fiscal year, tax increment calculations are not factored.

Staff Recommendation:

Adopt Resolution 1530 approving the Type 1 Streetscape Participation Agreement with Bittercreek/Red Feather, LLC and authorizing the Executive Director to execute the agreement.

Suggested Motion:

Adopt Resolution 1530 approving the Type 1 Streetscape Participation Agreement with Bittercreek/Red Feather, LLC and authorizing the Executive Director to execute the agreement.

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE TYPE 1 PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND BITTERCREEK / RED FEATHER LLC; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (collectively, the "Act"), as a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency"); and,

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the 1987 Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5 (the "Boise Central District Urban Renewal Plan") and, following said public hearing, the City adopted its Ordinance No. 5026 on August 19, 1987, approving the Boise Central District Urban Renewal Plan and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the 1994 Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5 (the "1994 Amended Urban Renewal Plan") and, following said public hearing, the City adopted its Ordinance No. 5597 on December 6, 1994, approving the 1994 Amended Urban Renewal Plan and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the 2007 Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5 (the "Central District Plan") and, following said public hearing, the City adopted its Ordinance No. 6576 on June 26, 2007, effective upon publication on July 23, 2007, approving the Central District Plan; and,

WHEREAS, Bittercreek / Red Feather, LLC ("Participant"), owns or controls certain real property at 222 N 8th Street, Boise, Idaho (the "Site"), which is located in the Boise Central Urban Renewal District as created by the Central District Plan; and,

WHEREAS, Participant intends on making improvements to the systems and exterior of the building on the Site and desires to install new awnings that extend over the public right-of-way (the "Project"); and,

WHEREAS, the Agency has in place a Participation Program which includes the Type 1 Assistance Program under which the Agency reimburses developers for construction of public improvements including awnings which meet Agency's requirements; and,

WHEREAS, attached hereto as Attachment 1, and incorporated herein as if set forth in full, is the Type 1 Participation Program Agreement and exhibits thereto ("Agreement") with Participant whereby Participant will construct the Project and the Agency will reimburse Participant for constructing public improvements as specified in the Agreement; and,

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Agreement and to authorize the Executive Director to execute the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, AS FOLLOWS:

<u>Section 1</u>: That the above statements are true and correct.

<u>Section 2</u>: That the Agreement, which is attached hereto as Attachment 1 and incorporated herein by reference, is hereby approved.

Section 3: That the Executive Director of the Agency is hereby authorized to sign and enter into the Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the March 12, 2018, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

<u>Section 4</u>: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of Boise City, Idaho, on March 12, 2018. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on March 12, 2018.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _

Dana Zuckerman, Chair

ATTEST:

By:

David Bieter, Secretary

RESOLUTION NO. 1530



TYPE 1 STREETSCAPE GRANT PARTICIPATION AGREEMENT

THIS TYPE 1 STREETSCAPE GRANT PARTICIPATION AGREEMENT ("Agreement") is entered into by and between the Urban Renewal Agency of the City of Boise, also known as the Capital City Development Corporation, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Boise City, Idaho ("CCDC") and Bittercreek / Red Feather, LLC. ("Participant"). CCDC and Participant may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

A. Participant owns or controls certain real property located 222 N 8th Street, Boise, Idaho (the "Project Site") which is more accurately depicted on attached **Exhibit A**. The Project Site is undergoing building renovations including installing awnings in the right-of-way.

B. As part of the improvements to the Project Site, Participant intends to install awnings, which are in the public right-of way adjacent to the Project Site to replace existing canopies (the "Project"). The Project is more accurately depicted on attached **Exhibit B**. The Project meets the requirements of the Type One Participation Program and also promotes a CCDC objective to enhance the pedestrian environment downtown.

C. The Project is located in the Boise Central Urban Renewal District ("Central District"). The CCDC Board of Commissioners has adopted the CCDC Participation Program Policy which includes standards for functional awnings eligible for reimbursement through the CCDC Participation Program.

D. The Project is consistent with CCDC's Participation Policy regarding awning specifications. The project must meet the following criteria; Greater than or equal to 75% of ground floor frontage has functional awnings with a minimum depth of 5 feet. Functional awnings include awnings or canopies of a durable material including but not limited to metal, polycarbonate, and durable fabric. Awnings meeting this definition shall be located on a building plane parallel with the property line adjoining public right-of-way, have a minimum depth of five feet, and extend five feet over public right-of-way.

E. CCDC deems it appropriate to assist the development of the Project to achieve the objectives set forth in the Plan and in accordance with CCDC's Participation Program Policy.

AGREEMENTS

NOW, THEREFORE, in consideration of the above recitals, which are incorporated into this Agreement; the mutual covenants contained herein; and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TYPE 1 STREETSCAPE GRANT AGREEMENT - 1

1. <u>Effective Date</u>. The effective date ("Effective Date") of this Agreement shall be the date when this Agreement has been signed by the Participant and CCDC (last date signed) and shall continue until: 1.) the completion of all obligations of each Party; or 2.) September 30, 2018, whichever comes first.

2. <u>Construction of the Project</u>. Participant agrees to construct the Project consistent with the following:

- a. The Project shall be constructed in accordance with the overall City of Boise ("City") infrastructure plans, policies, and design standards and with the applicable portions of the Streetscape Standards adopted as part of the Plan.
- b. The Parties agree that the Project is depicted on <u>Exhibit B</u>, with cost estimates for eligible items described in the Schedule of Eligible Streetscape and Infrastructure Costs in <u>Exhibit C</u> ("Estimated Eligible Costs"). Any other public improvements that are constructed by the Participant as part of the improvements to the Project Site are not eligible for reimbursement pursuant to this Agreement. Additionally, CCDC's reimbursement obligation is limited to the amount set forth in Section 6 of this Agreement.

3. <u>Initial Construction Funding</u>. Participant shall pay for all of the costs of construction for the Project. CCDC acknowledges that the Schedule of Eligible Costs attached as <u>Exhibit C</u> is an estimate by Contractor and that actual costs for the Project, as well as each line item of cost, may be more or less than is shown.

4. <u>Notification of Completion; Inspection</u>. Upon completion of construction, Participant shall notify CCDC in writing and request a final construction inspection and/or a meeting with CCDC to determine if the Project meets the requirements of this Agreement. At CCDC's sole discretion, CCDC may require proof of completion, such as a Certificate of Occupancy, before providing written confirmation of compliance. CCDC shall provide Participant with written confirmation that the Project has been completed in compliance with this Agreement.

5. <u>Determining Actual Payment after Completion of Construction</u>. Participant shall provide appropriate documentation ("Cost Documentation") to CCDC that Participant has expended funds for eligible costs in order to receive payment under the terms of this Agreement. Any Cost Documentation shall be submitted within thirty (30) days of Participant's notification to CCDC that construction of the Project is complete and shall include:

- a. Schedule of values that includes line items for the Project approved by CCDC for reimbursement so they are identifiable and separate from other line items ("Schedule of Values").
- b. Invoices from Participant's general contractor, subcontractor(s), and material suppliers for each type of eligible cost item (e.g. concrete, pavers, benches, historic street lights). Invoices shall specify quantities and unit costs of installed materials and a percentage estimate of how much installed material was used for the Project in comparison to the amount used for the remainder of improvements to the Project Site.

TYPE 1 STREETSCAPE GRANT AGREEMENT - 2

- c. Explanation of any significant deviation between the initial cost estimates in **Exhibit C** and the actual costs in the Cost Documentation as requested by CCDC.
- d. A notarized affidavit by Participant that all materials have been paid for, that all subcontractors have been paid, that no liens exist on the work performed, and that the Cost Documentation is complete whereupon payment by CCDC shall constitute full accord and satisfaction of all the Agreement obligations.
- e. Additional documentation or clarifications may be required and requested by CCDC.
- f. The Participant attests that all requested reimbursement expenses are for eligible public improvements within the public right-of-way.

CCDC shall have the right to review the Cost Documentation and to obtain independent verification that the quantities of work claimed, the unit costs, and the total costs for eligible costs are commercially reasonable and consistent with the cost estimates provided by Participant to CCDC prior to construction. In the event Participant fails to timely deliver the Cost Documentation, CCDC may, in its discretion, elect to terminate its payment obligations under this Agreement by providing Participant with written notice of such default. Participant shall have thirty (30) days from such written notice to cure the default. In the event Participant fails to cure such a default, CCDC's payment obligations under this Agreement may be terminated in CCDC's sole discretion.

Within thirty (30) calendar days of CCDC's receipt of the Cost Documentation, CCDC will notify Participant in writing of CCDC's acceptance or rejection of the Cost Documentation and CCDC's determination of the Actual Eligible Costs to be reimbursed. CCDC shall, in its discretion, determine the Actual Eligible Costs following its review of the Cost Documentation, verification of the commercial reasonableness of the costs and expenses contained in such Cost Documentation, and comparison of the amounts in the Cost Documentation to the amounts in **Exhibit C.** IN NO EVENT SHALL THE TOTAL FOR THE ACTUAL ELIGIBLE COSTS EXCEED THE AMOUNT ALLOWED BY SECTION 6.

If Participant disagrees with CCDC's calculation of the Actual Eligible Costs, Participant must respond to CCDC in writing within three (3) business days explaining why Participant believes CCDC's calculation was in error and providing any evidence to support any such contentions Participant wants CCDC to consider. CCDC shall respond to Participant within three (3) business days with a revised amount for the Actual Eligible Costs or notifying Participant CCDC will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Costs will be final. CCDC'S DETERMINATION OF THE ACTUAL ELIGIBLE COSTS IS WITHIN ITS SOLE DISCRETION.

6. <u>CCDC's Reimbursement Payment Amount</u>. In accordance with the Participation Program, CCDC agrees to reimburse Participant 100% of Actual Eligible Costs not to exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000). Actual Eligible Costs shall not include soft costs (e.g., architectural and engineering design, permits, traffic control, mobilization, and overhead).

7. <u>Conditions Precedent to CCDC's Payment Obligation</u>. CCDC agrees to reimburse Participant in the amount as determined in compliance with Sections 2.c., 5 and 6 no later than thirty (30) days after completion of all of the following:

- a. CCDC provides written confirmation to the Participant that the Project has been constructed in compliance with this Agreement. CCDC may require proof of completion at CCDCs sole discretion.
- b. CCDC receives Cost Documentation from Participant as described in Section 5 in a format acceptable to CCDC.

Participant's failure to comply with all Agreement provisions shall be a basis for termination of CCDC's reimbursement obligation.

8. <u>Subordination of Reimbursement Obligations</u>. The Parties agree this Agreement does not provide Participant with a security interest in any CCDC revenues for the Central District Area or any other urban renewal plan area, including but not limited to revenue from any "Revenue Allocation Area" (as defined in Title 50, Chapter 29 of the Idaho Code) or any revenue from CCDC's parking garages. Notwithstanding anything to the contrary in this Agreement, the obligation of CCDC to make the payments as specified in this Agreement shall be subordinate to all CCDC obligations that have committed or in the future commit available CCDC revenues, including but not limited to revenue from any Revenue Allocation Area or any revenue from CCDC's parking garages, and may be subject to consent and approval by CCDC lenders.

9. <u>Default</u>. Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days [ten (10) days in the event of failure to pay money] from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to expiration of said 45-day period [ten (10) day period in the event of failure to pay money], has rectified the particulars specified in said notice of default. In the event of a default, the nondefaulting Party may do the following:

- a. The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.
- b. The nondefaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed and recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
- c. The nondefaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
- d. The nondefaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the nondefaulting Party.

e. In the event Participant defaults under this Agreement, CCDC (the nondefaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, CCDC's obligation for payment shall be deemed extinguished. In addition, if CCDC funds shall have been paid, Participant shall reimburse CCDC for any such funds Participant received.

10. <u>**Captions and Headings**</u>. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

11. <u>No Joint Venture or Partnership</u>. CCDC and Participant agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making CCDC and Participant a joint venture or partners.

12. <u>Successors and Assignment</u>. This Agreement is not assignable except that the Participant may assign Participant's rights or obligations under this Agreement to a third party only with the written approval of CCDC, at CCDC's sole discretion which cannot be reasonably denied.

13. <u>Notices and Receipt</u>. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express) with postage or delivery charges prepaid and return receipt requested, or by electronic mail (e-mail) addressed to the appropriate Party at the address set forth below:

If to Participant:

Bittercreek / Red Feather, LLC David Krick PO Box 857 Boise, Idaho 83701 208-429-6340 <u>dmkrick@mac.com</u>

If to CCDC: John Brunelle, Executive Director Capital City Development Corporation 121 N. 9th Street, Suite 501 Boise, Idaho 83702 208-384-4264 jbrunelle@ccdcboise.com

14. <u>Applicable Law; Attorney Fees</u>. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

15. <u>Entire Agreement</u>. This Agreement constitutes the entire understanding and agreement of the Parties. Exhibits to this Agreement are as follows:

Exhibit A Project Site Map

TYPE 1 STREETSCAPE GRANT AGREEMENT - 5

Exhibit B Project Plan Exhibit C Schedule of Eligible Costs

16. <u>Indemnification</u>. Participant shall indemnify and hold CCDC and its officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this section as "Claim"), which may be imposed upon or incurred by or asserted against CCDC or its respective officers, agents, and employees relating to the construction or design of the Streetscape Project or otherwise arising out of Participant's actions or inactions. In the event an action or proceeding is brought against CCDC or its respective officers, agents, and employees by reason of any such Claim, Participant, upon written notice from CCDC shall, at Participant's expense, resist or defend such action or proceeding. Notwithstanding the foregoing, Participant shall have no obligation to indemnify, defend, or hold CCDC and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of CCDC or its respective officers, agents, or employees.

17. <u>Antidiscrimination During Construction</u>. Participant, for itself and its successors and assigns, agrees that in the rehabilitation and/or construction of improvements on the Project Site provided for in this Agreement, the Participant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, marital status, age, or physical disability.

18. <u>**Maintenance**</u>. Participant recognizes CCDC has no specific authority to accept maintenance responsibility of the Project or any improvements constructed by Participant and that no agreement has been reached with CCDC or City to accept any maintenance obligations for such improvements.

19. <u>**Promotion of Project.</u>** Participant agrees CCDC may advertise the Project and CCDC's involvement with the Project. Such promotion includes reasonable signage at the Site notifying the public of CCDC's involvement with the Project.</u>

End of Agreement [Signatures appear on the following page.] IN WITNESS WHEREOF, the Parties hereto have executed this Agreement with an Effective Date as of the last date written below.

CCDC:	CCDC: the urban renewal agency of the City of Boise, a public body, corporate and politic		
	John Brunelle, Executive Director Date		
	APPROVED AS TO FORM:		
PARTICIPANT:	Bittercreek / Red Feather, LLC		
	David Krick, Owner		
	Date		

Exhibits

- A:
- B:
- Project Site Project Depiction Schedule of Eligible Streetscape and Infrastructure Costs C:

Budget Info / For Office Use				
Fund/District	301			
Account	6251			
Activity Code	18081			
PO #	180070			
Contract Term	September 30, 2018			

Exhibit A: Project Site Map



Exhibit B: Project Depiction

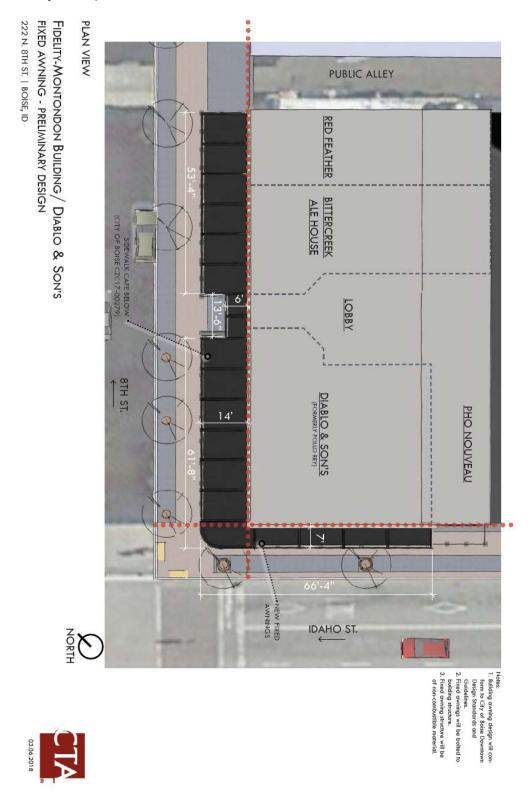






Exhibit C: Schedule of Eligible Costs

		REV. 4.27.2016			
		ipation Progra			
	T1 Eligible Cos	ts Application I	Form		
	Actual Eligible Costs				
	Project Name: Diablo & Sons	Plan Date	: 3/8/2018	Prep	ared By:
		OVEMENTs: (In right-o	af wowl		
#	ITEM DESCRIPTION:	UNIT		OUANTITY	TOTAL COST
	new beschir non.	(SF, LF, etc.)	(In S)	QUANTIT	TOTAL COST
SITE F	REPARATION:	(,,,	(
1	Surface demolition	0	0	0	
2	Asphalt demolition	0	0	0	
3	Curb and dutter demolition	0	0	0	
4	Saw cut	0	0	0	
5	Replace subbase	0	0	0	
6	Stand alone tree removal	0	0	0	
SIDEV	VALK WORK:	0			
7	Scored concrete sidewalk	0	0	0	
8	Dry laid brick	0	0	0	
9	Pedestrian ramp	0	0	0	
10	Truncated dome	0	0	0	
11	Lawn parkway	0	0	0	
12	Irrigation	0	0	0	
SITUA	TIONAL FURNISHINGS:				
13	Street trees	0	0	0	
14	Tree grates & frames	0	0	0	
15	Trench drain cover	0	0	0	
16	Historic street light	0	0	0	
17	Bench	0	0	0	
18	Bike rack	0	0	0	
19	Litter receptacle	0	0	0	
20	Pre-cast planter	0	0	0	
OTHE	R:				
	Awnings	SF	87	2,152	187,71
	Awnings Ceiling Tiles	0	0	0	20,00
	TBD	0	0	0	-
24	TBD	0	0	0	
25	TBD	0	0	0	
ΓΟΤΑ	L ELIGIBLE COSTS:				207,71
	ONE NOT-TO-EXCEED AMOUNT				150,00
					130,00
	Impo Each program where eligible cos	ortant Note: its are identified wi	ll only pay fo	r those	
	approved expenses not otherv				
			passe c		

TYPE 1 STREETSCAPE GRANT AGREEMENT - 11

Attachment 2 – Images and Renderings







AGENDA BILL

Agenda Subject: Resolution #1531 approving the T with Brownfield's Building, LLC	Date: 3/12/2018			
Staff Contact: Laura Williams				
Action Requested: Adopt resolution #1531 approving the Type 1 Streetscape Participation Agreement with Brownfield's Building, LLC and authorizing the Executive Director to execute the agreement.				

Background:

The property owner of the Brownfield's building located on the southeast corner of 5th and Idaho plans to remodel the existing building for office and retail use. The original building was built in 1950's and renovated in the late 80's. It previously housed a prosthetic patient management and custom fabrication business and has been vacant for over a year.

The renovation project includes significant alteration to the existing building and a 2,988 SF second floor addition. The exterior of the building will be reconstructed with brick, patterned metal siding, and stucco accents. Public improvements in the right of way will be completed on 5th Street and Idaho Street frontages. Per the City's Streetscape Standards and Specifications Manual, 5th Street will be constructed using the Urban Brick Standard and Idaho Street will follow the Neighborhood Street Standard. Eligible expenses for public improvements will include sidewalks/pavers, street trees, street lights, suspended paving systems, and street furnishings and associated construction and installation costs.

The new building called Shops at 5th will have a restaurant tenant and a retail tenant on the first level, with office on the second floor addition and in the existing basement. New job creation with permanent tenants is estimated at 50-60 people.

The CCDC Board has approved the Participation Program which includes a Type 1 Streetscape Grant Reimbursement. The Type 1 program is intended to, "assist smaller projects on their own schedule, often triggered by a tenant improvement." The grant will reimburse for up to \$150,000 of eligible expenses, hard costs for streetscapes and public improvements. This project meets the requirements of the Type One Program.

Project Summary and Timeline:

- 11,918 SF retail and office building renovation
- Located on 5th and Idaho Street (River Myrtle URD)
- \$2 Million estimated Total Development Costs (\$1.3 Million construction)
- December 12, 2017 City Council Approval (Historic Preservation Appeal)
- January 23, 2018 Final Conditions Approved by City Council
- February 12, 2018 CCDC Board Type 1 Agreement Designation
- March 12, 2018 CCDC Board Approval of Type 1 Agreement
- Spring 2018 Construction starts
- Early 2019 Construction Complete. Developer submits costs for reimbursement

Fiscal Notes:

Preliminary information shows that the project has eligible costs will exceed \$150,000, and the project will request \$150,000 as determined in the Type 1 Participation Program. The project meets all program requirements, and FY 2018 budget resources have been approved for this use. This will account for the one of two Type 1 Streetscape Grants contemplated in the 5 Year CIP for FY '18 in the River Myrtle URD.

Tax value estimates indicate the project will generate approximately \$14,000 annually in increment revenue after completion, estimated to begin in FY 2020, for a total of about \$94,000 through the end of the district in 2025.

Staff Recommendation:

Provide feedback and direct for staff to continue negotiating and finalizing the terms of the Type 1 Participation Agreement for future board approval.

Suggested Motion:

Adopt resolution #1531 approving the Type 1 Streetscape Participation Agreement with Brownfield's Building, LLC and authorizing the Executive Director to execute the agreement.

RESOLUTION NO. 1531

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE TYPE 1 PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND BROWNFIELD'S BUILDING, LLC; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (collectively, the "Act"), as a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency"); and,

WHEREAS, the City of Boise, Idaho (the "City"), after notice duly published, conducted a public hearing on the River Street-Myrtle Street Urban Renewal Plan (the "River Street Plan"); and,

WHEREAS, following said public hearing, the City adopted its Ordinance No. 5596 on December 6, 1994, approving the River Street Plan and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street Urban Renewal Project (annexation of the Old Boise Eastside Study Area and Several Minor Parcels) and Renamed River Myrtle-Old Boise Urban Renewal Project (the "River Myrtle-Old Boise Plan"); and,

WHEREAS, following said public hearing, the City adopted its Ordinance No. 6362 on November 30, 2004, approving the River Myrtle-Old Boise Plan and making certain findings; and,

WHEREAS, Brownfield's Building, LLC ("Participant"), owns or controls certain real property at 122 S 5th Street, Boise, Idaho (the "Site") located in the River Myrtle-Old Boise Urban Renewal District as created by the River Myrtle-Old Boise Plan; and,

WHEREAS, Participant intends on making improvements to the systems and exterior of the building on the Site and desires to install new awnings that extend over the public right-of-way (the "Project"); and,

WHEREAS, the Agency has in place a Participation Program which includes the Type 1 Assistance Program under which the Agency reimburses developers for construction of public improvements including awnings which meet Agency's requirements; and, WHEREAS, attached hereto as Attachment 1, and incorporated herein as if set forth in full, is the Type 1 Participation Program Agreement and exhibits thereto ("Agreement") with Participant whereby Participant will construct the Project and the Agency will reimburse Participant for constructing public improvements as specified in the Agreement; and,

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Agreement and to authorize the Executive Director to execute the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, AS FOLLOWS:

<u>Section 1</u>: That the above statements are true and correct.

<u>Section 2</u>: That the Agreement, which is attached hereto as Attachment 1 and incorporated herein by reference, is hereby approved.

<u>Section 3</u>: That the Executive Director of the Agency is hereby authorized to sign and enter into the Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the March 12, 2018, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

<u>Section 4</u>: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of Boise City, Idaho, on March 12, 2018. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on March 12, 2018.

URBAN RENEWAL AGENCY OF BOISE CITY

By:

Dana Zuckerman, Chair

ATTEST:

By:

David Bieter, Secretary



TYPE 1 STREETSCAPE GRANT PARTICIPATION AGREEMENT

THIS TYPE 1 STREETSCAPE GRANT PARTICIPATION AGREEMENT ("Agreement") is entered into by and between the Urban Renewal Agency of the City of Boise, also known as the Capital City Development Corporation, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Boise City, Idaho ("CCDC") and Brownfield's Building, LLC ("Participant"). CCDC and Participant may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

A. Participant owns or controls certain real property located at 122 S. 5th Street, Boise, Idaho (the "Project Site") which is more accurately depicted on attached **Exhibit A**. The Project Site is undergoing a significant renovation to the building for office and retail use including adding a second floor addition and associated public improvements (the "Participant's Project").

B. As part of the Participant's Project, Participant intends to construct certain street and streetscape improvements in the public right-of way adjacent to the Project Site (the "Streetscape Project"). The Streetscape Project is more accurately depicted on attached **Exhibit B**.

C. The CCDC Board of Commissioners and the Boise City Council have adopted the Downtown Boise Streetscape Standards & Specifications Manual ("Streetscape Standards") to govern how sidewalk improvements are designed and installed in the Boise Central, River Myrtle-Old Boise, Westside Downtown, and 30th Street Area urban renewal districts.

D. The Participant's Project and the Streetscape Project are located in the River Myrtle-Old Boise Downtown Urban Renewal District ("River Myrtle District"). The CCDC Board of Commissioners and Boise City Council have adopted the River Myrtle-Old Boise Urban Renewal Project (the "Plan") which includes streetscape standards for the River Myrtle District.

E. The Streetscape Project includes improvements to the public right-of-way that are consistent with the Streetscape Standards and have been approved by the City of Boise Design Review. The Streetscape Project will contribute to enhancing and revitalizing the River Myrtle District.

F. CCDC deems it appropriate to assist the development of the Streetscape Project to achieve the objectives set forth in the Plan and in accordance with CCDC's Participation Program.

AGREEMENTS

NOW, THEREFORE, in consideration of the above recitals, which are incorporated into this Agreement; the mutual covenants contained herein; and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. <u>Effective Date</u>. The effective date ("Effective Date") of this Agreement shall be the date when this Agreement has been signed by the Participant and CCDC (last date signed) and shall continue until: 1.) the completion of all obligations of each Party; or 2.) twelve (12) months from the Effective Date, whichever comes first. At CCDC's sole discretion an extension may be granted for a period not to exceed one year.

2. <u>Construction of the Streetscape Project</u>. Participant agrees to construct the Streetscape Project consistent with the following:

- a. The Streetscape Project shall be constructed in accordance with the overall City of Boise ("City") infrastructure plans, policies, and design standards and with the applicable portions of the Streetscape Standards adopted as part of the Plan.
- b. The Parties agree that the Streetscape Project is depicted on <u>Exhibit B</u>, with cost estimates for eligible items described in the Schedule of Eligible Streetscape and Infrastructure Costs in <u>Exhibit C</u> ("Estimated Eligible Costs"). Any other public improvements that are constructed by the Participant as part of the Participant's Project are not eligible for reimbursement pursuant to this Agreement. Additionally, CCDC's reimbursement obligation is limited to the amount set forth in Section 6 of this Agreement.

3. <u>Initial Construction Funding</u>. Participant shall pay for all of the costs of construction for the Streetscape Project. CCDC acknowledges that the Schedule of Eligible Streetscape and Infrastructure Costs attached as <u>Exhibit C</u> is an estimate by Contractor and that actual costs for the Streetscape Project, as well as each line item of cost, may be more or less than is shown.

4. <u>Notification of Completion; Inspection</u>. Upon completion of construction, Participant shall notify CCDC in writing and request a final construction inspection and/or a meeting with CCDC to determine if the Streetscape Project meets the requirements of this Agreement. At CCDC's sole discretion, CCDC may require proof of completion, such as a Certificate of Occupancy, before providing written confirmation of compliance. CCDC shall provide Participant with written confirmation that the Streetscape Project has been completed in compliance with this Agreement.

5. <u>Determining Actual Payment after Completion of Construction</u>. Participant shall provide appropriate documentation ("Cost Documentation") to CCDC that Participant has expended funds for eligible costs in order to receive payment under the terms of this Agreement. Any Cost Documentation shall be submitted within thirty (30) days of Participant's notification to CCDC that construction of the Streetscape Project is complete and shall include:

a. Schedule of values that includes line items for the Streetscape Project improvements approved by CCDC for reimbursement so they are identifiable and separate from other line items ("Schedule of Values").

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- b. Invoices from Participant's general contractor, subcontractor(s), and material suppliers for each type of eligible cost item (e.g. concrete, pavers, benches, historic street lights). Invoices shall specify quantities and unit costs of installed materials and a percentage estimate of how much installed material was used for the Streetscape Project in comparison to the amount used for the remainder of Participant's project ("Invoices").
- c. Explanation of any significant deviation between the initial cost estimates in **Exhibit C** and the actual costs in the Cost Documentation as requested by CCDC.
- d. A notarized affidavit by Participant that all materials have been paid for, that all subcontractors have been paid, that no liens exist on the work performed, and that the Cost Documentation is complete whereupon payment by CCDC shall constitute full accord and satisfaction of all the Agreement obligations.
- e. Additional documentation or clarifications may be required and requested by CCDC.
- f. The Participant attests that all requested reimbursement expenses are for eligible public improvements within the public right-of-way.

CCDC shall have the right to review the Cost Documentation and to obtain independent verification that the quantities of work claimed, the unit costs, and the total costs for eligible costs are commercially reasonable and consistent with the cost estimates provided by Participant to CCDC prior to construction. In the event Participant fails to timely deliver the Cost Documentation, CCDC may, in its discretion, elect to terminate its payment obligations under this Agreement by providing Participant with written notice of such default. Participant shall have thirty (30) days from such written notice to cure the default. In the event Participant fails to cure such a default, CCDC's payment obligations under this Agreement may be terminated in CCDC's sole discretion.

Within thirty (30) calendar days of CCDC's receipt of the Cost Documentation, CCDC will notify Participant in writing of CCDC's acceptance or rejection of the Cost Documentation and CCDC's determination of the Actual Eligible Costs to be reimbursed. CCDC shall, in its discretion, determine the Actual Eligible Costs following its review of the Cost Documentation, verification of the commercial reasonableness of the costs and expenses contained in such Cost Documentation, and comparison of the amounts in the Cost Documentation to the amounts in **Exhibit C.** IN NO EVENT SHALL THE TOTAL FOR THE ACTUAL ELIGIBLE COSTS EXCEED THE AMOUNT ALLOWED BY SECTION 6.

If Participant disagrees with CCDC's calculation of the Actual Eligible Costs, Participant must respond to CCDC in writing within three (3) business days explaining why Participant believes CCDC's calculation was in error and providing any evidence to support any such contentions Participant wants CCDC to consider. CCDC shall respond to Participant within three (3) business days with a revised amount for the Actual Eligible Costs or notifying Participant CCDC will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Costs will be final. CCDC'S DETERMINATION OF THE ACTUAL ELIGIBLE COSTS IS WITHIN ITS SOLE DISCRETION.

6. <u>CCDC's Reimbursement Payment Amount</u>. In accordance with the Participation Program, CCDC agrees to reimburse Participant 100% of Actual Eligible Costs not to exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000). Actual Eligible Costs shall not include soft costs (e.g., architectural and engineering design, permits, traffic control, mobilization, and overhead).

7. <u>Conditions Precedent to CCDC's Payment Obligation</u>. CCDC agrees to reimburse Participant in the amount as determined in compliance with Sections 2.c., 5 and 6 no later than thirty (30) days after completion of all of the following:

- a. CCDC provides written confirmation to the Participant that the Streetscape Project has been constructed in compliance with this Agreement. CCDC may require proof of completion at CCDCs sole discretion.
- b. CCDC receives Cost Documentation from Participant as described in Section 5 in a format acceptable to CCDC.

Participant's failure to comply with all Agreement provisions shall be a basis for termination of CCDC's reimbursement obligation.

8. <u>Subordination of Reimbursement Obligations</u>. The Parties agree this Agreement does not provide Participant with a security interest in any CCDC revenues for the River Myrtle Plan Area or any other urban renewal plan area, including but not limited to revenue from any "Revenue Allocation Area" (as defined in Title 50, Chapter 29 of the Idaho Code) or any revenue from CCDC's parking garages. Notwithstanding anything to the contrary in this Agreement, the obligation of CCDC to make the payments as specified in this Agreement shall be subordinate to all CCDC obligations that have committed or in the future commit available CCDC revenues, including but not limited to revenue from any Revenue Allocation Area or any revenue from CCDC's parking garages, and may be subject to consent and approval by CCDC lenders.

9. <u>Default</u>. Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days [ten (10) days in the event of failure to pay money] from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to expiration of said 45-day period [ten (10) day period in the event of failure to pay money], has rectified the particulars specified in said notice of default. In the event of a default, the nondefaulting Party may do the following:

- a. The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.
- b. The nondefaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed and recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.

- c. The nondefaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
- d. The nondefaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the nondefaulting Party.
- e. In the event Participant defaults under this Agreement, CCDC (the nondefaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, CCDC's obligation for payment shall be deemed extinguished. In addition, if CCDC funds shall have been paid, Participant shall reimburse CCDC for any such funds Participant received.

10. <u>Captions and Headings</u>. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

11. <u>No Joint Venture or Partnership</u>. CCDC and Participant agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making CCDC and Participant a joint venture or partners.

12. <u>Successors and Assignment</u>. This Agreement is not assignable except that the Participant may assign Participant's rights or obligations under this Agreement to a third party only with the written approval of CCDC, at CCDC's sole discretion which cannot be reasonably denied.

13. <u>Notices and Receipt</u>. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express) with postage or delivery charges prepaid and return receipt requested, or by electronic mail (e-mail) addressed to the appropriate Party at the address set forth below:

If to Participant: Barret Jones Brownfield's Building, LLC 4023 N Croft PI. Eagle, ID 83616 208-631-5924 barry@brownfieldstech.com If to CCDC: John Brunelle, Executive Director Capital City Development Corporation 121 N. 9th Street, Suite 501 Boise, Idaho 83702 208-384-4264 jbrunelle@ccdcboise.com

14. <u>Applicable Law; Attorney Fees</u>. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this

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Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

15. <u>Entire Agreement</u>. This Agreement constitutes the entire understanding and agreement of the Parties. Exhibits to this Agreement are as follows:

Exhibit A	Project Site Map
Exhibit B	Streetscape Project Plan
Exhibit C	Schedule of Eligible Costs

16. <u>Indemnification</u>. Participant shall indemnify and hold CCDC and its officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this section as "Claim"), which may be imposed upon or incurred by or asserted against CCDC or its respective officers, agents, and employees relating to the construction or design of the Streetscape Project or otherwise arising out of Participant's actions or inactions. In the event an action or proceeding is brought against CCDC or its respective officers, agents, and employees by reason of any such Claim, Participant, upon written notice from CCDC shall, at Participant's expense, resist or defend such action or proceeding. Notwithstanding the foregoing, Participant shall have no obligation to indemnify, defend, or hold CCDC and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of CCDC or its respective officers, agents, or employees.

17. <u>Antidiscrimination During Construction</u>. Participant, for itself and its successors and assigns, agrees that in the rehabilitation and/or construction of improvements on the Project Site provided for in this Agreement, the Participant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, marital status, age, or physical disability.

18. <u>Maintenance</u>. Participant recognizes CCDC has no specific authority to accept maintenance responsibility of the Streetscape Project or any improvements constructed by Participant and that no agreement has been reached with CCDC or City to accept any maintenance obligations for such improvements.

19. <u>**Promotion of Project**</u>. Participant agrees CCDC may advertise the Streetscape Project and CCDC's involvement with the Streetscape Project. Such promotion includes reasonable signage at the Site notifying the public of CCDC's involvement with the Streetscape Project.

End of Agreement [Signatures appear on the following page.] IN WITNESS WHEREOF, the Parties hereto have executed this Agreement with an Effective Date as of the last date written below.

CCDC:

CCDC: the urban renewal agency of the City of Boise, a public body, corporate and politic

John Brunelle, Executive Director

Date _____

APPROVED AS TO FORM

PARTICIPANT:

Brownfield's Building, LLC

Barret Jones, Owner

Date _____

Exhibits

- A: Project Site
- B: Streetscape Project
- C: Schedule of Eligible Streetscape and Infrastructure Costs

Budget Info / For Office Use					
Fund/District	302				
Account	6251				
Activity Code	18082				
PO #	180071				

Exhibit A: Project Site Map

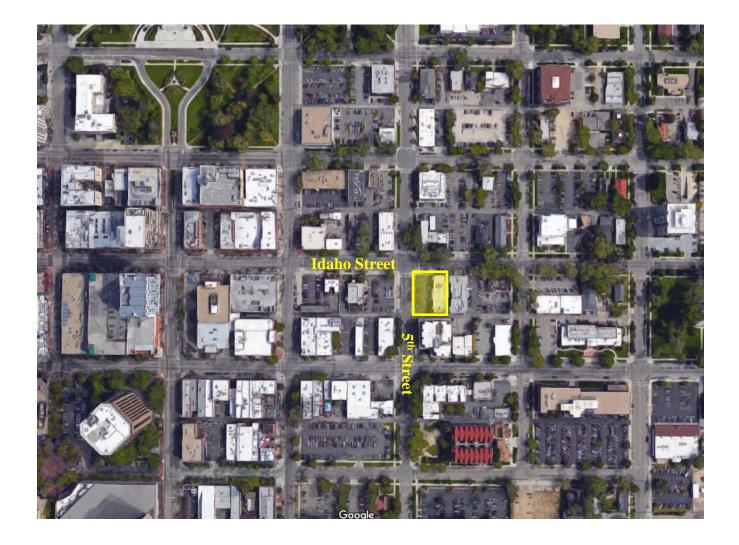
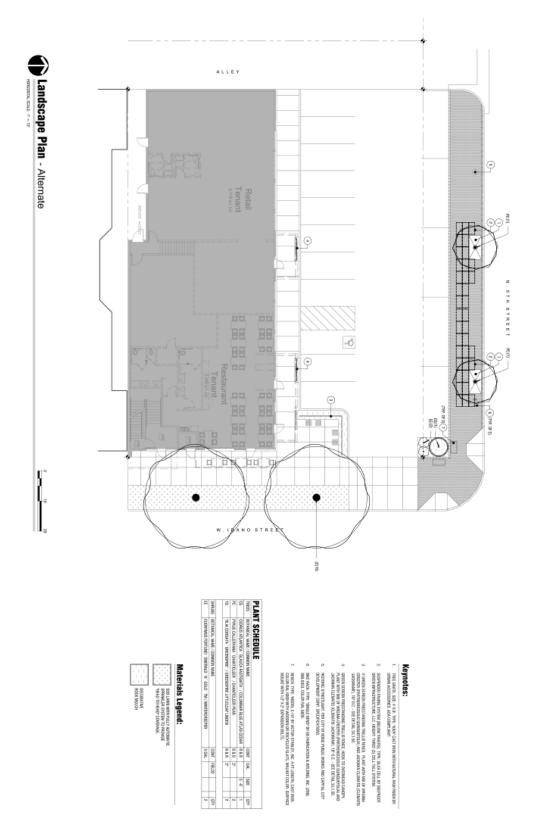


Exhibit B: Streetscape Project Plan



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Exhibit C: Schedule of Eligible Costs

		. 4.27.2016									
	CCDC Participa	ation Progra	m								
	T1 Eligible Costs /	Application I	Form								
	Actual Eligible Costs To I										
	Project Name: Shops on 5th (a.k.a. Brownfield's)		/2018	Prepared	By: Morgan						
					truction						
STREETSCAPE IMPROVEMENTs: (In right-of-way)											
#	ITEM DESCRIPTION:	UNIT (SF, LF, etc.)	(In \$)	QUANTITY	TOTAL COST						
SITE	PREPARATION:	(Sr, Lr, etc.)	(111.5)								
1	Surface demolition	SE	3.00	3,337	10.01						
2	Asphalt demolition	SF	3.00	1,600	4,80						
3	Curb and Gutter demolition	LF	8.00	275	2,20						
4	Saw cut	LS	1,200.00	1	1,20						
5	Replace subbase	CY	35.00	98	3,43						
6	Stand alone tree removal	EA	1,250.00	2	2,50						
SIDE	VALK WORK:	0									
7	Scored concrete sidewalk	SE	6.00	1,600	9,60						
8	Dry laid brick	SE	35.00	1,400	49,00						
9	Pedestrian ramp	EA	1,000.00	2,100	2,00						
10	Truncated dome	SF	25.00	16	40						
11	Lawn parkway	SF	4.00	590	2,36						
12	Irrigation	Lump Sum	4,000.00	1	4,00						
SITUA	ATIONAL FURNISHINGS:										
13	Street trees	EA	550.00	4	2,20						
14	Tree grates & frames	EA	3,900.00	2	7,80						
15	Trench drain cover	EA	0.00	0							
16	Historic street light	EA	9,000.00	2	18,00						
17	Bench	EA	3,000.00	2	6,00						
18	Bike rack	EA	1,800.00	1	1,80						
19	Litter receptacle	EA	3,500.00	1	3,50						
20	Pre-cast planter	EA	2,000.00	1	2,00						
отне	R:										
21	Asphalt repair	SF	4.00	1,032	4,12						
22	Concrete curb cut	EA	750.00	1	75						
23	Vertical curb and gutter (6")	LF	30.00	244	7,32						
24	Meyers cabinet	Lump Sum	5,600.00	1	5,60						
25	Water meter	Lump Sum	2,500.00	1	2,50						
26	Utility Poles/Utility Undergrounding	Lump Sum	12,000.00	1	12,00						
27	Traffic Control	Lump Sum	9,800.00	1	9,80						
28	Erosion and Sediment Control	Lump Sum	2,500.00	1	2,50						
ΤΟΤΑ	L ELIGIBLE COSTS:				177,39						
	Importa	nt Note:									
	Each program where eligible costs a		ll only pay fo	r those							
	approved expenses not otherwise										

NOTE: Total reimbursement Not-to-Exceed \$150,000.

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Attachment 2 – Existing Conditions



Looking South to Existing Building



Looking Southwest along 5th Street



Looking Southeast along Idaho Street

Rendering





AGENDA BILL

with Boise School Distric	ving the Type Four Participation Agreement ct.	
Staff Contact: Laura Williams	Attachments: 1) Resolution and Agreement 2) Rendering and Site Plan	
Action Requested: Adopt Resolution #1534	approving the Type 4 Agreement with Boise S	chool District.

Background:

A new Whittier Elementary School has been planned for many years, and initial discussions between CCDC staff and the Boise School District regarding CCDC participation began during the 30th Street District formation dating back to 2013. In March 2017, the school district passed a \$172.5 million bond, which included funding for a Whittier construction.

The original Whittier Elementary School was built in 1948 and is now only large enough to accommodate half of the students, and the other half are housed in temporary classroom buildings on site. The Boise School District is currently building a new 68,000 SF elementary building with off-street parking and drop-off areas, a playground, a public plaza, additional site landscaping, and substantial right-of-way improvements. The existing elementary school will remain in use while the new building is under construction, and will be renovated for use as a community center after the new school is operational.

The school property, located on Whitewater Park in the 30th Street URD, will be improved with new streetscapes and landscaping on 29th, Idaho, and Jefferson Streets, and a large public plaza at the corner of Jefferson and 29th streets. They will also be reconstructing portions of the streets and rerouting a sewer line. These construction expenses are eligible for CCDC Participation through the Type 4 Participation Program.

The construction at Whittier will be completed in two phases. The first phase includes building the new school and reconstructing Jefferson Street streetscapes. This phase is currently underway, scheduled to be complete in December of 2018. The second phase includes 29th Street, Idaho Street, and the public plaza and is scheduled to begin in April 2019 to be completed late that year.

As part of the Participation Program, approved by the Board of Commissioners in 2014, the Type 4 program was approved. The Type 4 Participation Program coordinates capital improvement activities with other public agencies and allows CCDC to enter into

intergovernmental agreements to cooperatively participate in joint capital improvement projects. Projects eligible for Type 4 participation are generally those identified in the adopted Capital Improvements Plan (CIP). Improvements around Whittier Elementary have been included in CCDC's 5-year CIP, with a to-be-determined dollar amount.

Project Summary and Timeline:

- Located on between Whitewater Park, 29th, Jefferson, and Idaho Streets (30th Street URD)
- 2-story, 68,500 SF elementary School
- 20,000 SF public plaza
- 29 classrooms, library, cafeteria, and gym
- \$15.5 Million estimated Total Development Costs
- June 13, 2017 Condition Use Permit Approval
- October 9, 2017 Construction Start
- February 12, 2018 CCDC Board Type 4 Agreement Designation
- March 12, 2018 CCDC Board Approval of Type 4 Agreement
- December 2018 Phase 1 of Construction Complete. 1st Reimbursement made.
- April 2019 Phase 2 of Construction begins.
- July 2019 Phase 2 of Construction Complete. 2nd Reimbursement made.

Fiscal Notes:

Preliminary information shows that the project has eligible expenses that will reach approximately \$540,000. CCDC's 5-year CIP has planned \$540,000 for the Whittier Elementary project and the reimbursement payments can be phased in coordination with the project construction phasing. Both phases will be complete in FY 2019. The updated cost estimates are reflected in the Amended 2018-2022 CIP on the March Agenda for approval.

Staff Recommendation:

Adopt Resolution #1534 approving the Type 4 Agreement with Boise School District.

Suggested Motion:

I move to adopt Resolution #1534 approving the Type 4 Agreement with Boise School District.

RESOLUTION NO. 1534

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE TYPE 4 PARTICIPATION AGREEMENT BETWEEN THE AGENCY AND BOISE SCHOOL DISTRICT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (collectively, the "Act"), as a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency"); and,

WHEREAS, the City of Boise City, Idaho ("City"), after notice duly published, conducted a public hearing on the 30th Street Area Urban Renewal Plan (the "30th" Street Plan"); and,

WHEREAS, following said public hearing, the City adopted its Ordinance No. 6868 on December 4, 2012, approving the 30th Street Plan and making certain findings; and,

WHEREAS, Boise School District owns certain real property (the "Site") located in the 30th Street Urban Renewal District ("30th Street District"), as created by the 30th Street Plan; and,

WHEREAS, the Boise School District's plans to build a new Whittier Elementary on the Site and the project will include significant improvements to the property with the assistance of CCDC funding including new streetscapes, utility work, and a public plaza; and,

WHEREAS, the Agency has in place a Participation Program which includes the Type 4 Assistance Program under which the Agency reimburses developers for construction of public improvements; and,

WHEREAS, attached hereto as Attachment 1, and incorporated herein as if set forth in full, is the Agreement and exhibits thereto whereby Boise School District will construct the Project and the Agency will reimburse Boise School District for constructing public improvements as specified in the Agreement; and,

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Agreement and to authorize the Executive Director to execute the Agreement. NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, AS FOLLOWS:

<u>Section 1</u>: That the above statements are true and correct.

<u>Section 2</u>: That the Agreement, which is attached hereto as Attachment 1 and incorporated herein by reference, is hereby approved.

<u>Section 3</u>: That the Executive Director of the Agency is hereby authorized to sign and enter into the Agreement and to execute all necessary documents required to implement the actions contemplated by the Agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the March 12, 2018, Agency Board meeting; the Agency is further authorized to appropriate any and all funds contemplated by the Agreement and to perform any and all other duties required pursuant to said Agreement.

<u>Section 4</u>: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of Boise City, Idaho, on March 12, 2018. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on March 12, 2018.

URBAN RENEWAL AGENCY OF BOISE CITY

Ву: _____

Dana Zuckerman, Chair

ATTEST:

By:

David Bieter, Secretary

ATTACHMENT 1 - AGREEMENT

TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT

BY AND BETWEEN

THE CAPITAL CITY DEVELOPMENT CORPORATION

AND

BOISE SCHOOL DISTRICT

WHITTIER ELEMENTARY PROJECT

TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT

THIS TYPE 4 CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT ("Agreement") is entered into by and between the Urban Renewal Agency of the City of Boise, also known as the Capital City Development Corporation, an independent public body, corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Boise City, Idaho ("CCDC") and Boise School District ("Participant"). CCDC and Participant may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

Participant owns certain real property located at 301 N 29th Street, Boise, Idaho, which is more accurately described and depicted on attached **Exhibit A** (the "Project Site"). The Boise School District is currently building a new 68,000 SF elementary building with off-street parking and drop-off areas, a playground, a public plaza, additional site landscaping, and substantial right-of-way improvements ("Project").

As part of the Project, Participant intends to construct certain streetscape, road, and utility infrastructure in the public right-of way adjacent to the Project Site (the "Public Improvements"). The Public Improvements are more accurately depicted on attached **Exhibit B**.

The Project and Public Improvements are located in the 30th Street Area Urban Renewal District ("30th District"), as defined by the 30th Street Plan (the "Plan"). The Project will contribute to enhancing and revitalizing the 30th District and will generate revenue allocation proceeds to Agency.

The CCDC Board of Commissioners and the Boise City Council have adopted the Downtown Boise Streetscape Standards & Specifications Manual ("Streetscape Standards") to govern how sidewalk improvements are designed and installed in the Boise Central, River Myrtle-Old Boise, Westside Downtown, and 30th Street Area urban renewal districts.

CCDC has been asked to assist with the Project consistent with Agency's Participation Program (the "Participation Program"), adopted by CCDC and subsequently amended. Under the provisions of the Plan and the Participation Program, CCDC may participate in the funding of certain improvements.

Agency and Participant have negotiated the terms and conditions of CCDC's participation in the Project.

As a result of the proposed participation by Agency, the Project will be enhanced with public improvements including new streetscapes, utility work, and a public plaza.

CCDC deems it appropriate to reimburse Participant for certain eligible public improvements as detailed in this Agreement to achieve the objectives set forth in the Plan and in accordance with CCDC's Participation Program.

AGREEMENTS

NOW, THEREFORE, in consideration of the above recitals, which are incorporated into this Agreement, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. <u>Effective Date</u>. The Effective Date ("Effective Date") of this Agreement shall be the date when this Agreement has been signed by the Participant and Agency (last date signed) and shall continue until: (1) the completion of all obligations of each Party; or (2) December 31, 2019, whichever comes first. Provided, if Participant has not completed construction of the Project and the Public Improvements by December 31, 2019, Agency may, in its sole discretion, deem Participant to be in default and, subject to Section 10 below, terminate this Agreement without penalty. An additional one hundred eighty (180) day extension may be granted upon written approval by Agency. At CCDC's sole discretion an extension may be granted for a period not to exceed one year.

2. <u>Construction of the Public Improvements</u>. Participant agrees to construct the Public Improvements consistent with the following:

- a. The Public Improvements shall be constructed in accordance with the overall City of Boise ("City") infrastructure plans, policies, and design standards and with the applicable portions of the Streetscape Standards adopted as part of the Plan.
- b. The Parties agree that Public Improvements are depicted on <u>Exhibit B</u>, with cost estimates for eligible items described in the Schedule of Eligible Expenses in <u>Exhibit C</u> ("Estimated Eligible Expenses"). Any other public improvements that are constructed by the Participant as part of the Participant's Project are not eligible for reimbursement pursuant to this Agreement. Additionally, CCDC's reimbursement obligation is limited to the amount set forth in Section 6 of this Agreement.

3. <u>Initial Construction Funding</u>. Participant shall pay for all of the costs of construction for the Project and Public Improvements. CCDC acknowledges that the Schedule of Eligible Expenses attached as <u>Exhibit C</u> is an estimate by Contractor and that actual costs for the Public Improvements, as well as each line item of cost, may be more or less than is shown.

4. <u>Review of Construction Plans</u>. Upon Agency's request, Agency shall have the right and the opportunity to review Participant's construction plans, budgets, and bids for the Eligible Streetscape and Infrastructure Costs (collectively the "Public Improvement Construction Documents"). Participant will utilize commercially reasonable contracting, budgeting and bidding practices to ensure that the Public Improvements are constructed consistent with the Public Improvement Construction Documents and are undertaken in a reasonable manner. For purposes of this Section 4, Participant shall be presumed to have utilized commercially reasonable contracting, budgeting and bidding practices if its general contractor solicits or solicited competitive bids for the Agency Funded Public Improvements and such work is not performed by an affiliate or subsidiary of Participant.

5. <u>Notification of Completion; Inspection</u>. Upon completion of construction, Participant shall notify CCDC in writing and request a final construction inspection and/or a meeting with CCDC to determine if the Public Improvements meet the requirements of this Agreement. At CCDC's sole discretion, CCDC may require proof of completion, such as a Certificate of Occupancy, before providing written confirmation of compliance. CCDC shall provide Participant with written confirmation that the Public Improvements have been completed in compliance with this Agreement.

6. <u>CCDC's Reimbursement Payment Amount</u>. In accordance with the Participation Program, CCDC agrees to reimburse Participant 100% of Actual Eligible Costs not to exceed FIVE HUNDRED FORTY THOUSAND DOLLARS (\$540,000). Actual Eligible Costs shall not include soft costs (e.g., architectural and engineering design, permits, traffic control, mobilization, and overhead). Reimbursement shall be paid upon completion of the Project as outlined in <u>Exhibit C</u>.

7. <u>Dedication of Public Improvements</u>. Reserved.

8. <u>Determining Actual Eligible Costs</u>. Participant shall provide appropriate documentation ("Cost Documentation") to CCDC that Participant has expended funds for eligible costs in order to receive payment under the terms of this Agreement. Any Cost Documentation shall be submitted within thirty (30) days of Participant's notification to CCDC that construction of the Project is complete and shall include:

- a. Schedule of values that includes line items for the Public Improvements approved by CCDC for reimbursement so they are identifiable and separate from other line items ("Schedule of Values").
- b. Invoices from Participant's general contractor, subcontractor(s), and material suppliers for each type of eligible cost item (e.g. concrete, pavers, benches, historic street lights). Invoices shall specify quantities and unit costs of installed materials and a percentage estimate of how much installed material was used for the Public Improvements in comparison to the amount used for the remainder of Participant's project ("Invoices").
- c. Explanation of any significant deviation between the initial cost estimates in **Exhibit C** and the actual costs in the Cost Documentation as requested by CCDC.
- d. A notarized affidavit by Participant that all materials have been paid for, that all subcontractors have been paid, that no liens exist on the work performed, and that the Cost Documentation is complete whereupon payment by CCDC shall constitute full accord and satisfaction of all the Agreement obligations.
- e. Additional documentation or clarifications may be required and requested by CCDC.
- f. The Participant attests that all requested reimbursement expenses are for eligible public improvements within the public right-of-way.

CCDC shall have the right to review the Cost Documentation and to obtain independent verification that the quantities of work claimed, the unit costs, and the total costs for eligible

costs are commercially reasonable and consistent with the cost estimates provided by Participant to CCDC prior to construction. In the event Participant fails to timely deliver the Cost Documentation, CCDC may, in its discretion, elect to terminate its payment obligations under this Agreement by providing Participant with written notice of such default. Participant shall have thirty (30) days from such written notice to cure the default. In the event Participant fails to cure such a default, CCDC's payment obligations under this Agreement may be terminated in CCDC's sole discretion.

Within thirty (30) calendar days of CCDC's receipt of the Cost Documentation, CCDC will notify Participant in writing of CCDC's acceptance or rejection of the Cost Documentation and CCDC's determination of the Actual Eligible Costs to be reimbursed. CCDC shall, in its discretion, determine the Actual Eligible Costs following its review of the Cost Documentation, verification of the commercial reasonableness of the costs and expenses contained in such Cost Documentation, and comparison of the amounts in the Cost Documentation to the amounts in **Exhibit C.** IN NO EVENT SHALL THE TOTAL FOR THE ACTUAL ELIGIBLE COSTS EXCEED THE AMOUNT ALLOWED BY SECTION 6.

If Participant disagrees with CCDC's calculation of the Actual Eligible Costs, Participant must respond to CCDC in writing within three (3) business days explaining why Participant believes CCDC's calculation was in error and providing any evidence to support any such contentions Participant wants CCDC to consider. CCDC shall respond to Participant within three (3) business days with a revised amount for the Actual Eligible Costs or notifying Participant CCDC will not revise the initial amount calculated. At that point, the determination of the Actual Eligible Costs will be final. CCDC'S DETERMINATION OF THE ACTUAL ELIGIBLE COSTS IS WITHIN ITS SOLE DISCRETION.

9. <u>Conditions Precedent to Agency's Payment Obligation</u>. Agency agrees to reimburse Participant in the amount as determined in compliance with Sections 6 and 7 no later than forty-five (45) days after completion of all of the following:

- a. City issues a Certificate of Occupancy or Temporary Certificate of Occupancy for the Project Site.
- b. Agency provides written confirmation to Participant that the Public Improvements has been completed in compliance with this Agreement.

Failure to comply with all Agreement provisions shall be a basis for termination of Agency's reimbursement obligation.

10. <u>Subordination of Reimbursement Obligations</u>. The Parties agree this Agreement does not provide Participant with a security interest in any Agency revenues for the 30th Street District or any other urban renewal plan area, including but not limited to revenue from any "Revenue Allocation Area" (as defined in Title 50, Chapter 29 of the Idaho Code) or any revenue from Agency's parking garages. Notwithstanding anything to the contrary in this Agreement, the obligation of Agency to make the payments as specified in this Agreement shall be subordinate to all Agency obligations previously entered into which have committed available Agency revenues for all Districts and may be subject to consent and approval by Agency Lenders.

11. Default. Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days [ten (10) days in the event of failure to pay

money] from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to expiration of said 45-day period [ten (10) day period in the event of failure to pay money], has rectified the particulars specified in said notice of default. In the event of a default, the non-defaulting Party may do the following:

- a. The non-defaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the non-defaulting Party.
- b. The non-defaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the non-defaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.
- c. The non-defaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
- d. The non-defaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting Party.
- e. In the event Participant defaults under this Agreement, Agency (the nondefaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, Agency's obligation for payment may be deemed extinguished by Agency in its discretion. In addition, if Agency funds shall have been paid, Participant shall reimburse Agency for any such funds Participant received.

12. <u>**Captions and Headings.**</u> The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

13. <u>No Joint Venture or Partnership</u>. Agency and Participant agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making Agency and Participant a joint venture or partners.

14. <u>Successors and Assignment</u>. This Agreement is not assignable except that the Participant may assign Participant's rights or obligations under this Agreement to a third party only with the written approval of Agency, which approval may be granted or denied in Agency's sole discretion.

15. <u>Notices and Receipt</u>. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:

If to Participant:	Tom Willis, Project Manager Boise School District: Whitter Elementary Project 8169 W. Victory Road Boise, Idaho 83709
If to Agency:	John Brunelle, Executive Director Capital City Development Corporation 121 N. 9 th Street, Suite 501

Boise, Idaho 83701

The person and address to which notices are to be given may be changed at any time by any Party upon written notice to the other Party. All notices given pursuant to this Agreement shall be deemed given upon receipt. For the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following:

- (i) date of delivery of the notice or other document to the address specified above as shown on the return receipt;
- (ii) date of actual receipt of the notice or other document by the person or entity specified above; or
- (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of:
 - (a) date of the attempted delivery or refusal to accept delivery,
 - (b) date of the postmark on the return receipt, or
 - (c) date of receipt of notice of refusal or notice of non-delivery by the sending Party.

16. <u>Applicable Law/Attorney Fees</u>. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

17. <u>Inspection of Books and Records</u>. Agency has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of Participant pertaining to the Public Improvements. No inspection by Agency shall, however, cause any document, information, or record of Participant to become a public record subject to public disclosure pursuant to Title 74, Chapter 1 of the Idaho Code, unless such document, information, or record is actually delivered to Agency by Participant. Except as set forth in this Agreement or other agreement executed by the Parties, recorded by the Parties, or made part of the records of Agency, the Parties acknowledge that Participant's documents, records, plans, and information in any form related to the Project shall be confidential unless and until such documents are provided to Agency, and then Agency shall take such action as is permissible under Title 74, Chapter 1 of the Idaho Code to protect the confidentiality of documents provided

by Participant that have been clearly marked as confidential with reference to the applicable section of Idaho Code under which the documents are deemed not subject to public disclosure.

18. <u>Indemnification</u>. Participant shall indemnify and hold Agency, City, and their respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this Section as "Claim"), which may be imposed upon or incurred by or asserted against Agency, City, or their respective officers, agents, and employees by reason of any of the following occurrences:

- a) Any work done in, on, or about the Site, including the Public Improvements, or work related to the Public Improvements; or
- b) Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of the Site or any part thereof; or
- c) Any negligent or intentional act or omission on the part of Participant or any of its agents, contractors, servants, employees, subtenants, operators, licensees, or invitees; or
- d) Any accident, injury, or damage to any person or property occurring in, on, or about the Site or any part thereof; or
- e) Any failure on the part of Participant to perform or comply with any of the terms, provisions, covenants, and conditions contained in this Agreement to be performed or complied with on its part; or
- f) Funding, by Agency, of the Public Improvements.

In case any claim, action, or proceeding is brought against Agency, City, or their respective officers, agents, and employees by reason of any such Claim, Participant, upon written notice from Agency or City, shall, at Participant's expense, resist or defend such claim, action, or proceeding. Participant shall have no obligation to indemnify, defend, or hold Agency or City, respectively, and their respective officers, agents, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of Agency or City, respectively, or their respective officers, agents, or employees.

19. <u>Insurance Requirements</u>. Participant shall, or through its contractor, agents, representatives, employees or subcontractors shall, at its sole cost, obtain and maintain in force for the duration of the construction of the improvements to the Site as part of the Project, insurance of the following types, with limits not less than those set forth below and in a form acceptable to Agency, against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Participant, its agents, representatives, employees or subcontractors:

a. Commercial General Liability Insurance ("Occurrence Form") with a minimum combined single limit liability of \$1,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$1,000,000 each person for personal and advertising injury liability. Such policy shall have a general aggregate limit of not less than \$2,000,000, which general aggregate limit will be provided on a per project basis. The policy

shall be endorsed to name Agency, including its respective affiliates, and City as additional insureds.

b. Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory, or province having jurisdiction over Participant's employees, and Employer's Liability Insurance. Participant shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.

c. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name Agency, including its respective affiliates, directors, and employees, as additional insureds.

d. All insurance provided by Participant under this Agreement shall include a waiver of subrogation by the insurers in favor of Agency. Participant hereby releases Agency, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage covered by Participant's insurance or other insured claims arising out of Participant's performance under this Agreement or construction of the Development.

e. Certificates of insurance satisfactory in form to Agency (ACORD form or equivalent) shall be supplied to Agency evidencing that the insurance required above is in force, that, to the extent commercially reasonable, not less than thirty (30) days' written notice will be given to Agency prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. Participant shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At Agency's request, Participant shall provide a certified copy of each insurance policy required under this Agreement.

f. The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by Agency. The fact that Participant has obtained the insurance required in this Section shall in no manner lessen or affect Participant's other obligations or liabilities set forth in the Agreement.

20. <u>Antidiscrimination During Construction</u>. Participant, for itself and its successors and assigns, agrees that in the rehabilitation and/or construction of improvements on the Project Site provided for in this Agreement, the Participant shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin or ancestry, age, or handicap. Violations of this section shall constitute a material breach of this Agreement and be deemed grounds for cancellation, termination, or suspension of the Agreement by Agency, in whole or in part.

21. <u>Approvals of Project and Public Improvements</u>. Participant shall be responsible for obtaining necessary approvals for the Project (including the Public Improvements) from the governmental entities and other entities necessary, including to the extent necessary, but not limited to, City, the Ada County Highway District, Idaho Transportation Department, and other governmental entities having approval authority for the Project ("Approving Entities"). Participant shall keep Agency advised of the approval process of the Approving Entities and advise Agency immediately if any action of Approving Entities shall affect

the scope and purpose of the Agreement. The Public Improvements shall be designed, constructed, and installed in compliance with the requirements of the Approving Entities.

22. <u>Maintenance</u>. Participant shall maintain or arrange for the maintenance of the Public Improvements as may be required by the Boise City Code or the Ada County Highway District. Participant's obligations, as set forth in this Section 21 shall survive the termination of this Agreement. Participant acknowledges and agrees Agency has no obligations to maintain the improvements constructed as part of the Public Improvements or any other maintenance obligations under this Agreement.

23. <u>Promotion of Project</u>. Participant agrees CCDC may promote the Public Improvements and CCDC's involvement with the Public Improvements. Such promotion includes reasonable signage at the Project Site notifying the public of CCDC's involvement with the Public Improvements.

24. <u>Warranty</u>. Participant warrants that the materials and workmanship employed in the construction of the Public Improvements are of good quality and conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of two (2) years after completion of the Public Improvements, being the date CCDC acknowledged completion of the Public Improvements. Provided, nothing herein shall limit the time within which Agency may bring an action against Participant on account of Participant's failure to otherwise construct such improvements in accordance with this Agreement.

25. <u>Dispute Resolution</u>. In the event that a dispute arises between Agency and Participant regarding the application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation or other process of structured negotiation under the auspices of a nationally or regionally recognized organization providing such services in the Northwestern States or otherwise, as the Parties may mutually agree before resorting to litigation. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation or other process of structured negotiation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity.

26. <u>Entire Agreement, Waivers, and Amendments</u>. This Agreement, including Attachments A through C, inclusive, incorporated herein by reference, constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and Participant, and all amendments hereto must be in writing and signed by the appropriate authorities of Agency and Participant.

27. <u>Amendments to this Agreement</u>. Agency and Participant agree to mutually consider reasonable requests for amendments to this Agreement and any attachments hereto which may be made by any of the Parties hereto, lending institutions, bond counsel, financial consultants, or underwriters to Agency, provided said requests are consistent with this Agreement and would not alter the basic business purposes included herein or therein. Any such amendments shall be in writing and agreed to by the Parties.

Termination by CCDC. In the event CCDC terminates this Agreement for any 28. reason other than Participant's breach of this Agreement, CCDC agrees to reimburse Participant for eligible costs incurred by Participant up to the date CCDC notified Participant of the termination of the Agreement. Participant shall provide CCDC with a Termination Invoice and CCDC shall determine the amount to reimburse Participant in the manner set forth in Section 8. Subject to Section 8, CCDC shall pay the Termination Invoice within thirty (30) days.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective the day and year above written.

AGENCY:

Urban Renewal Agency of the City of Boise, a public body, corporate and politic

By: _____

: ______ John Brunelle, Executive Director

Date:

APPROVED AS TO FORM

PARTICIPANT:

Boise School District

By: _____ Tom Willis, Facilities and Operations Administrator

Date:

Budget Info / For Office Use					
Fund/District					
Account					
Activity Code					
PO #					
Contract Term					

Exhibit A

Project Site



Exhibit B

Public Improvements

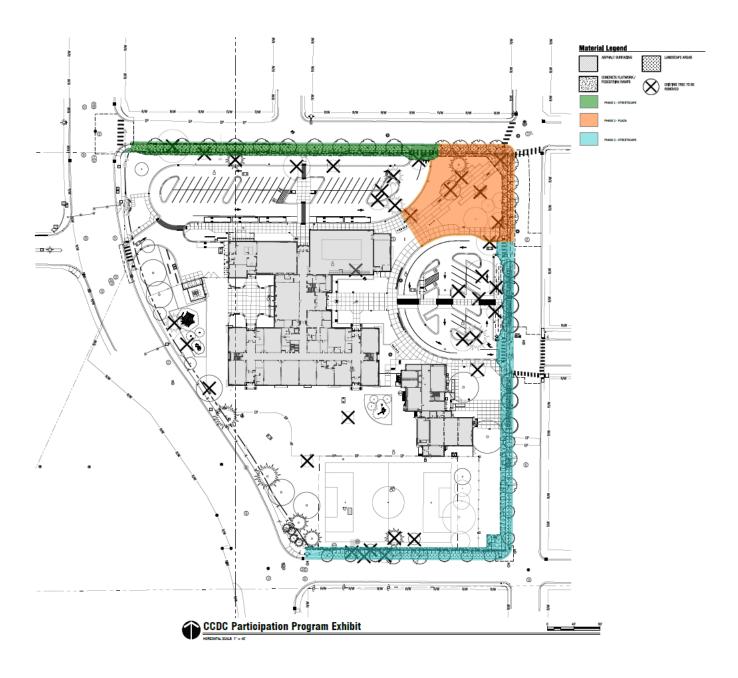


Exhibit C

Public Improvements Eligible Expenses

On following pages...

CCDC Participation Program Type 2 Eligible Costs Application Form

Actual Eligible Costs	To Be Deterr	nined by CCDC		
Project Name: Whittier Elementary		te: 1/15/18		Beniton
School Phase 1			,	
STREETSCAPI	E: (In right-of	-way)		
# ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
SITE PREPARATION:				
1 Surface demolition	(0	\$0.00
2 Asphalt demolition	(0	\$0.00
3 Curb and dutter demolition	(0	\$0.00
4 Saw cut	(0	\$0.00
5 Replace subbase	(0	\$0.00
6 Stand alone tree removal	() 0	0	\$0.00
SIDEWALK WORK:	(
7 W Idaho St. Sidewalk Demo	СҮ	, 0	20	\$0.00
8 29th St. Sidewalk Demo	CY	0	85	\$0.00
9 Jefferson St. Sidewalk Demo	CY	8	6	\$48.00
10	(0	\$0.00
11 Lawn / Parkway	SQFT	1	4,000	3,360
12 Irrigation	SQFT	1	4,000	4,200
0			,	
OTHER:				
13 W. Idaho St. Curb and Gutter	LF	0.00	321	\$0.00
14 29th St. Curb and Gutter	LF	0.00	619	\$0.00
15 Jefferson St. Curb and Gutter	LF	35.22	555	\$19,547.10
16 Meyers cabinet	() 0	0	\$0.00
17 Water meter	0) 0	0	\$0.00
SITUATIONAL FURNISHINGS:				
18 <mark>Street trees</mark>	EA	330	23	7,590
19 Tree grates & frames	EA	2,255	0	0
20 Trench drain cover	(0	\$0.00
21 Historic street light	(0	\$0.00
22 Bench	1,480		0	\$0.00
23 Bike rack	(0	\$0.00
24 Litter receptacle 25 Pre-cast planter	(0	\$0.00 \$0.00
25 Pre-cast planter	L. L.	0	0	\$0.00
OTHER:				
26 N 29th St. Silva Cells	LS	0	1	\$0.00
27 TBD		0	0	\$0.00
2, 100		0	Ū	çoloo
Total Streetscape Costs:				\$34,745.10
				,
INFRASTRUCTURE & UTILITIES: (In right-of-war	v)			
	UNIT		OLIANTITY	TOTAL COST
UTILITIES:	UNIT	UNIT PRICE 0	QUANTITY 0	TOTAL COST \$0.00
31 Power line (new/relocation/extension)		0	0	\$0.00
32 Water line (new/relocation/extension)		11,187	1	\$0.00 \$11,187.00
33 N 29th St. Sewer Manhole Re-Channelize/ Plug	SELS	9,000	1	\$9,000.00
34 Sewer Reroute down Jefferson	5.25	108,088	1	\$108,088.00
35 Natural gas line (new/relocation/extension)		0	0	\$0.00
36 Phone line (new/relocation/extension)		0	0	\$0.00
37 Fiber line (new/relocation/extension)		0	0	\$0.00
38 ACHD power box relocation		0	0	\$0.00
STREET:				
39 Asphalt demolition N 29th St.	CY	8	120	\$960.00
40 N 29th St. Excavate to Subgrade	CY	31	419	\$12,989.00
41 N 29th St. Subbase and Prep	CY	20	400	\$8,000.00
42 N 29th St. Base and Prep	CY	31	78	\$2,418.00
43 Asphalt paving 29th St.	SF	5.2	8,803	\$45,775.60

Jefferson	0	0	\$6,583.06
29th Street	0	0	\$0.00
Idaho Street	0	0	\$0.00
PLAZA:			
Surface demolition	0	0	\$0.00
Surface prep	0	0	\$0.00
Paving material	0	0	\$0.00
Total Infrastructure & Utilities Costs:			\$205,000.66

TOTAL ELIGIBLE COSTS: \$239,745.76

Important Note: Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.

CCDC Participation Program

	gible Costs A							
Actual Eigh Project Name: Whittier Ele School Phase 2	ble Costs To Be D mentary ^F		ned by CCDC e: 1/15/18		By: Beniton			
ST	REETSCAPE: (In rig	ght-of-w	/ay)					
# ITEM DESCRIPTION	I	UNIT	UNIT PRICE	QUANTITY	TOTAL COST			
SITE PREPARATION:								
1 Surface demolition		0	0	0	\$0.00			
2 Asphalt demolition		0	0	0	\$0.00			
3 Curb and dutter demolition 4 Saw cut		0	0	0	\$0.00 \$0.00			
5 Replace subbase		0	0	0	\$0.00			
6 Stand alone tree removal		0	0	0	\$0.00			
SIDEWALK WORK:		0						
7 W Idaho St. Sidewalk Demo	CY		8	20	\$160.00			
8 29th St. Sidewalk Demo 9 Jefferson St. Sidewalk Demo	CY CY		<mark>8</mark> 0	85 6	\$680.00 \$0.00			
.0	C1	0	0	0	\$0.00			
1 Lawn / Shrubs / Trees	SQ		1	12,000	10,080			
2 Irrigation	SQ	FT	1	12,000	12,600			
OTHER:								
3 W. Idaho St. Curb and Gutter 4 29th St. Curb and Gutter	LF		35.22 35.22	321 619	\$11,305.62 \$21,801.18			
5 Jefferson St. Curb and Gutter	LF		0.00	555	\$21,801.10			
6 Meyers cabinet		0	0	0	\$0.00			
7 Water meter		0	0	0	\$0.00			
SITUATIONAL FURNISHINGS:								
8 Street trees 9 Tree grates & frames	EA EA		330 2,255	29 4	9,570 9,020			
20 Trench drain cover	EA	0	2,255	4	9,020 \$0.00			
1 Historic street light		0	0	0	\$0.00			
2 Bench		1,480	0	0	\$0.00			
3 Bike rack		0	0	0	\$0.00			
4 Litter receptacle		0	0	0	\$0.00			
5 Pre-cast planter		0	0	0	\$0.00			
OTHER: 6 N 29th St. Silva Cells	LS		65,829	1	\$65,829.43			
7 TBD			0	0	\$0.00			
Total Streetscape Costs:					\$141,046.23			
INFRASTRUCTURE & UTILITIES:	(In right-of-way)							
INFRASTRUCTURE & UTILITIES:		UNIT	UNIT PRICE	QUANTITY	TOTAL COST			
UTILITIES:		UNIT	0	0	\$0.00			
UTILITIES: 1 Power line (new/relocation/ext	ension)	UNIT	0 0	0 0	\$0.00 \$0.00			
UTILITIES: 1 Power line (new/relocation/exter 2 Water line (new/relocation/exter	ension) ension)	UNIT	0 0 0	0 0 0	\$0.00 \$0.00 \$0.00			
UTILITIES: 1 Power line (new/relocation/ext 2 Water line (new/relocation/ext 3 N 29th St. Sewer Manhole Re-Cl	ension) ension) hannelize/ Pluį LS	UNIT	0 0 0	0 0 0 1	\$0.00 \$0.00 \$0.00 \$0.00			
UTILITIES: 1 Power line (new/relocation/extt 2 Water line (new/relocation/extt 3 N 29th St. Sewer Manhole Re-Cl 4 Geothermal Line (new/relocatio	ension) ension) hannelize/ Pluį LS on/extension)	UNIT	0 0 0	0 0 0	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00			
UTILITIES: 1 Power line (new/relocation/ext 2 Water line (new/relocation/ext 3 N 29th St. Sewer Manhole Re-Cl 4 Geothermal Line (new/relocation 5 Natural gas line (new/relocation	ension) ension) hannelize/ Pluį LS on/extension) h/extension)	UNIT	0 0 0 0	0 0 1 0	\$0.00 \$0.00 \$0.00 \$0.00			
UTILITIES: 1 Power line (new/relocation/extr 2 Water line (new/relocation/extr 3 N 29th St. Sewer Manhole Re-Cl 4 Geothermal Line (new/relocatio 5 Natural gas line (new/relocation/extr 6 Phone line (new/relocation/exter 7 Fiber line (new/relocation/exter	ension) ension) hannelize/ Pluį LS on/extension) n/extension) ension)	UNIT	0 0 0 0 0 0 0 0	0 0 1 0 0 0	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00			
UTILITIES: 1 Power line (new/relocation/extr 2 Water line (new/relocation/extr 3 N 29th St. Sewer Manhole Re-Cl 4 Geothermal Line (new/relocatio 5 Natural gas line (new/relocation/extr 6 Phone line (new/relocation/exter 7 Fiber line (new/relocation/exter	ension) ension) hannelize/ Pluį LS on/extension) n/extension) ension)	UNIT	0 0 0 0 0 0 0	0 0 1 0 0	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00			
UTILITIES: 1 Power line (new/relocation/extr 2 Water line (new/relocation/extr 3 N 29th St. Sewer Manhole Re-Cl 4 Geothermal Line (new/relocation 5 Natural gas line (new/relocation 6 Phone line (new/relocation/exter 8 ACHD power box relocation STREET:	ension) ension) hannelize/ Pluį LS n/extension) n/extension) ension) nsion)	UNIT	0 0 0 0 0 0 0 0 0 0 0	0 0 1 0 0 0 0 0	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00			
UTILITIES: 1 Power line (new/relocation/extr 2 Water line (new/relocation/extr 3 N 29th St. Sewer Manhole Re-Cl 4 Geothermal Line (new/relocation 5 Natural gas line (new/relocation/extr 6 Phone line (new/relocation/extrer 8 ACHD power box relocation STREET: 9 Asphalt demolition N 29th St.	ension) ension) hannelize/ Pluj LS on/extension) (/extension) ension) nsion) ssion)	UNIT	0 0 0 0 0 0 0 0	0 0 1 0 0 0	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00			
UTILITIES: 1 Power line (new/relocation/extt 2 Water line (new/relocation/extt 3 N 29th St. Sewer Manhole Re-Cl 4 Geothermal Line (new/relocatior 5 Natural gas line (new/relocation/extt 7 Fiber line (new/relocation/exter 8 ACHD power box relocation	ension) ension) hannelize/ Pluj LS on/extension) (/extension) ension) nsion) ssion)	UNIT	0 0 0 0 0 0 0 0 0 0 8	0 0 1 0 0 0 0 0 0 120	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00			
UTILITIES: 1 Power line (new/relocation/extt 2 Water line (new/relocation/extt 3 N 29th St. Sewer Manhole Re-Cl 4 Geothermal Line (new/relocation 5 Natural gas line (new/relocation/extt 7 Fiber line (new/relocation/exter 8 ACHD power box relocation STREET: 9 Asphalt demolition N 29th St. N 29th St. Excavate to Subgrade 1 N 29th St. Subbase and Prep	ension) ension) hannelize/ Pluj LS on/extension) n/extension) ension) nsion) Score cY	UNIT	0 0 0 0 0 0 0 0 8 31	0 0 1 0 0 0 0 0 0 120 419	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$12,989.00 \$7,836.00 \$2,418.00			
UTILITIES: 1 Power line (new/relocation/extt 2 Water line (new/relocation/extt 3 N 29th St. Sewer Manhole Re-Cl 4 Geothermal Line (new/relocation 5 Natural gas line (new/relocation/extter 6 Phone line (new/relocation/exter 8 ACHD power box relocation STREET: 9 Asphalt demolition N 29th St. N 29th St. Subbase and Prep 2 N 29th St. Base and Prep	ension) ension) hannelize/ Pluj LS on/extension) n/extension) ension) nsion) cyce cycy cycy cycy	UNIT	0 0 0 0 0 0 0 0 0 8 31 20	0 0 1 0 0 0 0 0 0 0 0 0 0 0	\$0.00 \$0.000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.000 \$0.0000 \$0.0000 \$0.0000 \$0.0000 \$0.0000 \$0.0000 \$0.00000 \$0.00000 \$0.00000 \$0.00000000			
UTILITIES: 1 Power line (new/relocation/extr 2 Water line (new/relocation/extr 3 N 29th St. Sewer Manhole Re-Cl 4 Geothermal Line (new/relocation 5 Natural gas line (new/relocation/extr 8 ACHD power box relocation/extre 9 Asphalt demolition N 29th St. 0 N 29th St. Excavate to Subgrade 1 N 29th St. Subbase and Prep 2 N 29th St. Base and Prep 3 Asphalt paving 29th St. PATH:	ension) ension) hannelize/ Pluj LS n/extension) n/extension) ension) nsion) cyce cycy cycy cycy cycy	UNIT	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 0 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$12,989.00 \$7,836.00 \$2,418.00 \$45,775.60			
UTILITIES: 1 Power line (new/relocation/extt 2 Water line (new/relocation/extt 3 N 29th St. Sewer Manhole Re-Cl 4 Geothermal Line (new/relocation 5 Natural gas line (new/relocation/extter 7 Fiber line (new/relocation/exter 8 ACHD power box relocation STREET: 9 Asphalt demolition N 29th St. 0 N 29th St. Excavate to Subgrade 1 N 29th St. Subbase and Prep 3 Asphalt paving 29th St. PATH: Jefferson	ension) ension) hannelize/ Pluj LS n/extension) n/extension) ension) nsion) cyce cycy cycy cycy cycy	UNIT .	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 1 5.2	0 0 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 78 8,803	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$12,989.00 \$7,836.00 \$2,418.00 \$45,775.60 \$0.00			
UTILITIES: 1 Power line (new/relocation/extr 2 Water line (new/relocation/extr 3 N 29th St. Sewer Manhole Re-Cl 4 Geothermal Line (new/relocation 5 Natural gas line (new/relocation/extr 8 ACHD power box relocation STREET: 9 Asphalt demolition N 29th St. 0 N 29th St. Excavate to Subgrade 1 N 29th St. Subbase and Prep 2 N 29th St. Base and Prep 3 Asphalt paving 29th St. PATH:	ension) ension) hannelize/ Pluj LS n/extension) n/extension) ension) nsion) cyce cycy cycy cycy cycy	TINUT	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 0 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$12,989.00 \$7,836.00 \$2,418.00 \$45,775.60			
UTILITIES: 1 Power line (new/relocation/extr 2 Water line (new/relocation/extr 3 N 29th St. Sewer Manhole Re-Cl 4 Geothermal Line (new/relocation 5 Natural gas line (new/relocation 6 Phone line (new/relocation/exter 8 ACHD power box relocation STREET: 9 Asphalt demolition N 29th St. 0 N 29th St. Excavate to Subgrade 1 N 29th St. Excavate to Subgrade 1 N 29th St. Excavate to Subgrade 1 N 29th St. Excavate to Subgrade 2 N 29th St. Excavate to Subgrade 2 N 29th St. Base and Prep 3 Asphalt paving 29th St. PATH: Jefferson 29th Street Idaho Street	ension) ension) hannelize/ Pluj LS n/extension) n/extension) ension) nsion) cyce cycy cycy cycy cycy	UNIT	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 1 1 20 311 20 311 5.2	0 0 0 1 0 0 0 0 0 0 120 419 400 78 8,803	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$12,989.00 \$7,836.00 \$45,775.60 \$45,775.60 \$0.00 \$11,767.03			
UTILITIES: 1 Power line (new/relocation/extt 2 Water line (new/relocation/extt 3 N 29th St. Sewer Manhole Re-Cl 4 Geothermal Line (new/relocation 5 Natural gas line (new/relocation/extt 6 Phone line (new/relocation/extt 8 ACHD power box relocation STREET: 9 Asphalt demolition N 29th St. 0 N 29th St. Excavate to Subgrade 1 N 29th St. Subbase and Prep 2 N 29th St. Base and Prep 3 Asphalt paving 29th St. PATH: Jefferson 29th Street Idaho Street PLAZA:	ension) ension) hannelize/ Pluj LS n/extension) n/extension) ension) nsion) cyce cycy cycy cycy cycy	UNIT	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 1 1 20 0 31 1 5.2 0 0 0 0 0 0	0 0 0 1 0 0 0 0 0 419 400 78 8,803	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$12,989.00 \$7,836.00 \$45,775.60 \$45,775.60 \$11,767.03 \$5,257.34			
UTILITIES: 1 Power line (new/relocation/extr 2 Water line (new/relocation/extr 3 N 29th St. Sewer Manhole Re-Cl 4 Geothermal Line (new/relocation 5 Natural gas line (new/relocation/extr 8 ACHD power box relocation STREET: 9 Asphalt demolition N 29th St. 0 N 29th St. Subbase and Prep 2 N 29th St. Subbase and Prep 2 N 29th St. Base and Prep 3 Asphalt paving 29th St. PATH: Jefferson 29th Street Idaho Street PLAZA: Surface demolition	ension) ension) hannelize/ Pluj LS n/extension) n/extension) ension) nsion) cyce cycy cycy cycy cycy	UNIT	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 1 1 20 311 20 311 5.2	0 0 0 1 0 0 0 0 0 0 120 419 400 78 8,803	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$12,989.00 \$7,836.00 \$2,418.00 \$45,775.60 \$11,767.03 \$5,257.34			
UTILITIES: 1 Power line (new/relocation/extt 2 Water line (new/relocation/extt 3 N 29th St. Sewer Manhole Re-Cl 4 Geothermal Line (new/relocation 5 Natural gas line (new/relocation/extt 6 Phone line (new/relocation/extt 8 ACHD power box relocation STREET: 9 Asphalt demolition N 29th St. 0 N 29th St. Excavate to Subgrade 1 N 29th St. Subbase and Prep 2 N 29th St. Base and Prep 3 Asphalt paving 29th St. PATH: Jefferson 29th Street Idaho Street PLAZA:	ension) ension) hannelize/ Pluj LS n/extension) n/extension) ension) nsion) cyce cycy cycy cycy cycy	UNIT	0 0 0 0 0 0 0 0 0 0 31 5.2 0 0 0 0 0	0 0 0 1 0 0 0 0 4 19 400 78 8,803 0 0 0 0 0	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$12,989.00 \$7,836.00 \$45,775.60 \$45,775.60 \$11,767.03 \$5,257.34			
UTILITIES: 1 Power line (new/relocation/exti 2 Water line (new/relocation/exti 3 N 29th St. Sewer Manhole Re-Cl 4 Geothermal Line (new/relocation 5 Natural gas line (new/relocation/exter 8 ACHD power box relocation) STREET: 9 Asphalt demolition N 29th St. 0 N 29th St. Excavate to Subgrade 1 N 29th St. Base and Prep 2 N 29th St. Base and Prep 3 Asphalt paving 29th St. PATH: Jefferson 29th Street Idaho Street PLAZA: Surface demolition Surface prep	ension) ension) hannelize/ Pluj LS on/extension) ension) nsion) sion) CY CY CY CY SF	UNIT	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 0 0 1 0 0 0 0 0 120 419 400 78 8,803 0 0 0 0 0 0	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$12,989.00 \$7,836.00 \$7,836.00 \$45,775.60 \$11,767.03 \$5,257.34			

Important Note: Each program where eligible costs are identified will only pay for those approved expenses not otherwise paid for by another public entity.

CCDC Participation Program

Type 2 Eligible Costs Application Form Actual Eligible Costs To Be Determined by CCDC Project Name: Whittier Elementary Plan Date: 1/15/18 By: Beniton School Plaza

STREETSCAPE: (I					TOTAL COS
ITEM DESCRIPTION	UN	II U	JNIT PRICEC	QUANITIY	TOTAL COS
SITE PREPARATION:					
1 Surface demolition		0	0	0	\$0.0
2 Asphalt demolition		0	0	0	\$0.0
3 Curb and dutter demolition		0	0	0	\$0.0
4 Saw cut		0 0	0	0	\$0.0
5 Replace subbase 6 Stand alone tree removal		0	0	0 0	\$0.0 \$0.0
6 Stand alone tree removal		0	U	0	ŞU.(
SIDEWALK WORK:		0			
7 W Idaho St. Sidewalk Demo	CY		0	20	\$0.0
8 29th St. Sidewalk Demo	CY		0	85	\$0.0
9 Jefferson St. Sidewalk Demo	CY		0	6	\$0.0
0		0	0	0	\$0.0
1 Lawn / Shrubs / Trees	SQFT		1	8,000	6,72
2 Irrigation	SQFT		1	8,000	8,00
OTHER:					
3 W. Idaho St. Curb and Gutter	LF		0.00	321	\$0.0
4 29th St. Curb and Gutter	LF		0.00	619	\$0.0
5 Jefferson St. Curb and Gutter	LF		0.00	555	\$0.0
6 Meyers cabinet		0	0	0	\$0.0
7 Water meter		0	0	0	\$0.0
SITUATIONAL FURNISHINGS:					
8 Street trees	EA		330	12	3,96
9 Tree grates & frames	EA		2,255	3	6,76
0 Trench drain cover		0	0	0	\$0.0
1 Historic street light 2 Bench	1	0	0	0	\$0.0
3 Bike rack	1,	<mark>480</mark> 0	4 0	<mark>5,920</mark> 0	<mark>\$23,680.</mark> \$0.0
4 Litter receptacle		0	0	0	\$0. \$0.
5 Pre-cast planter		0	0	0	\$0.0
		-	-	-	
OTHER:					
6 N 29th St. Silva Cells	LS		0	1	\$0.0
7 TBD			0	0	\$0.0
Total Streetscape Costs:					\$49,125.
INFRASTRUCTURE & UTILITIES: (In right-of-w	ay)				
	UN	пι			TOTAL COS
UTILITIES:			0	0	\$0.
1 Power line (new/relocation/extension)			0	0	\$0.
2 Water line (new/relocation/extension)	-10		0	0	\$0.
3 N 29th St. Sewer Manhole Re-Channelize/ Plu	gLS		0	0	\$0.0
4 Geothermal Line (new/relocation/extension)			0	0	\$0. ¢0.
5 Natural gas line (new/relocation/extension)			0	0 0	\$0. \$0.
6 Phone line (new/relocation/extension) 7 Fiber line (new/relocation/extension)			0	0	\$0. \$0.
3 ACHD power box relocation			0	0	\$0.
s tens power box relocation			0	0	ψ 0.1
STREET:					
9 Asphalt demolition N 29th St.	CY		0	0	\$0.
0 N 29th St. Excavate to Subgrade	CY		0	0	\$0.
1 N 29th St. Subbase and Prep	CY		0	0	\$0.
2 N 29th St. Base and Prep	CY		0	0	\$0.
3 Asphalt paving 29th St.	SF		0.0	0	\$0.
PATH:			_		
Jefferson			0	0	\$0. ¢0.
29th Street Idaho Street			0 0	0 0	\$0. \$0.
idano Street			U	U	ŞÜ.I
DI 474.					
PLAZA: Surface demolition	LS		4,650	1	\$4,650.
Surface prep	LS		4,030 8,310	1	\$8,310.
Paving material	LS		27,781	1	\$27,781.
Total Infrastructure & Utilities Costs:					\$40,741.
TOTAL ELIGIBLE COSTS:					\$89,866.
					_000,000 .
Impor	tant No	ote:			

Attachment 2 – Rendering and Site Plan







FY 2018 Year-To-Date Financial Report (Unaudited) Through FIRST QUARTER October 1, 2017 - December 31, 2017

> Prepared by: CCDC Finance Team Date: February 28, 2018



FY2018 Year-to-Date Financial Report (Unaudited) Through FIRST QUARTER

October 1, 2017 – December 31, 2017

STATUS: Good. Normal.

With the Agency's capital projects-focused budget, the bulk of the expenses are paid-out later in the fiscal year when construction is underway and being completed. Project planning and bidding occurs primarily during the First and into the Second quarters.

Seemingly large Year-to-Date Actual-to-Budget Variance percentages are typical for the First Quarter. For example, Q1 actual tax increment revenue is 59% less than Budget-to-Date amount, which is the difference between \$43, 451 and \$17,676 from a full-year estimate of \$17.4 million. On a percentage basis, almost all of the tax increment revenue is received from Ada County in January and July. The Budget-to-Date tax increment revenue estimate is based on actuals for the previous three years.

REVENUES:

The 21% negative variance in Total Revenue is due primarily to pulling 30% or \$694,000 less from Working Capital than was estimated in the budget.

Parking revenues are 9% below budget due to the delayed completion and opening of the Agency's two new parking garages at 5th & Broad and 11th & Front. CCDC will purchase 89 and 250 space parking condos from the developers in The Fowler and Pioneer Crossing developments.

EXPENSES:

Consultants are finishing up project design, Professional Services expenses will catch up to budget starting in Q2. Street & Facilities Repair & Maintenance begins in earnest in spring. The Q1 budget for CIP projects is only 5% of the full year amount.

ABOUT THIS REPORT. Includes all budgeted funds.

Revenues

- Ada County distributes property tax revenue to local governments monthly as received; however, almost 99% of the total budgeted amount are distributed twice a year in January (about 60%) and in July (about 40%) after property tax due dates (December and June).
- Parking garage revenue is generated and received daily throughout the year.
- Fund Balance: Transfer-in if revenues exceed expenses, transfer-out if expenses exceed revenues.

Expenses

- Parking garage debt service payments are made twice per year: interest only in March; principal & interest in September.
- Capital projects are typically designed and planned during the first half of a fiscal year with construction and most expenses occurring in the second half.
- Revenues received from sub-lessee (Civic Plaza) are equal to the expenses distributed to Ada County for the Ada County Courthouse Master/Surplus Ground Lease. They are passed through only.

FY2018 BUDGET SUMMARY through 1st Quarter		December is	; mo	nth <u>3</u> of 12;	FY2	018 is <mark>25%</mark> c	omplete.
		FY2018		FY2018	122	FY2018	YTD Actual
		Budget		Budget		Actual	To Budget
REVENUE SUMMARY		Total	-	To Date		To Date	Variance %
Revenue from Operations			Estin	nated Budget Y	TD		
Revenue Allocation (Tax Increment)		17,370,000		43,451		17,676	-59%
Parking Revenue		8,018,078		1,895,858		1,719,723	-9%
Other Revenues (Various Reimbursements)		1,072,700		33,675		39,408	17%
Subtotal	\$	26,460,778	\$	1,972,984	\$	1,776,807	-10%
Other Sources			Estin	nated Budget Y	TD		
Misc. Revenues (Grants/Leases/Property Transactions)		277,000	-	23,250		27,667	19%
Term Loan/Bond Financing		14,600,000		_		-	0%
Use of (Transfer to) Working Capital / Fund Balance		24,370,131		2,283,340		1,589,820	-30%
Subtotal		39,247,131	\$	2,306,590	\$	1,617,487	-30%
Subtotal - Revenue from Operations	\$	65,707,909	\$	4,279,574	\$	3,394,293	-21%
Pass-Through Revenue	1		Ectiv	nated Budget Y	70		
Ada County Parcels Ground Leases		406,658	Latin	22,415	i D	22,415	0%
Subtotal	Ś	406,658	\$	22,415	\$	22,415	0%
TOTAL REVENUE	Ś	66,114,567	Ś	4,301,989	\$	3,416,708	-21%
				.,,			
		FY2018	133	FY2018		FY2018	YTD Actual
		Budget		Budget		Actual	To Budget
EXPENSE SUMMARY		Total		To Date		To Date	Variance %
Operating Expense			25%	of total budget			
Interagency Partnerships		159,750		39,938		32,084	-20%
Legal Services		218,000		54,500		43,280	-21%
Parking Operator (Contractor)		1,912,074		478,019		422,229	-12%
Personnel Costs		1,984,300		496,075		484,451	-2%
Professional Services		2,105,900		526,475		125,186	-76%
Rent/Maintenance/Office		1,239,751		309,938		382,746	23%
Repairs/Maintenance: Streets & Facilities		497,000		124,250		57,386	-54%
Subtotal	\$		\$	2,029,194	\$	1,547,360	-24%
Debt Service & Contractual Obligations	- 6		All	lue in Q2-Q4	-		
Parking Garage Debt Service/Contractual Obligations		7,893,534		-		-	0%
		.,000,000					0,0
Capital Outlay			5%	of total annual	budg	and the second sec	
Obligated/Designated Capital Improvement Projects		20,803,800		1,040,190		1,691,730	63%
Tentative Capital Improvement Projects		23,228,400		1,161,420		21,526	-98%
Parking Reinvestment Plan		2,290,500		114,525		133,677	17%
Property Development		3,374,900		168,745		-	-100%
Subtotal	\$	49,697,600	\$	2,484,880	\$	1,846,933	-26%
Subtotal - Expenses for Operations	\$	65,707,909	\$	4,514,074	\$	3,394,294	-25%
Pass-Through Expense			Esti	mated Budget Y	TD		
Ada County Parcels Ground Leases	_	406,658		22,415		22,414	0%
Subtotal	\$	406,658	\$	22,415	\$	22,414	0%
TOTAL EXPENSE	ć	66,114,567	\$	4,536,488	Ś	3,416,708	-25%
				4.330.465		3.415 /08	

FY2018 OPERATING REVENUES through 1st Quarter

QUARTERLY REVENUE REPORT PROPERTY TAX REVENUE ALLOCATION DISTRICT (RAD) & PARKING SYSTEM SUMMARY Q1 (October 2017 thru December 2017)

	FY 2017	FY 2018		FY	2018	
	Total	Total –	YTD	YTD	YTD	YTD
Activity	Actual	Budget	Budget	Actual	Variance \$	Variance %
TIF BY DISTRICT						
Central	5,013,082	5,200,000	1,898	2,994	1,096	58%
River-Myrtle / Old Boise	6,724,200	8,500,000	19,281	3,298	(15,983)	-83%
Westside	2,624,575	3,000,000	21,961	11,037	(10,924)	-50%
30th Street	506,815	670,000	311	347	36	11%
TOTAL RAD	14,868,672	17,370,000	43,451	17,676	(25,775)	-59%
PARKING BY GARAGE						
9th & Main (Eastman)	1,199,576	1,472,969	361,333	311,908	(49,424)	-14%
Capitol & Main (Cap Terrace)	1,714,578	1,913,583	464,075	448,538	(15,537)	-3%
9th & Front (City Centre)	1,477,182	1,824,863	447,790	374,778	(73,012)	-16%
10th & Front (Grove st.)	1,063,500	1,206,862	269,954	268,628	(1,326)	0%
Capitol & Front (Boulevard)	355,931	388,515	91,954	90,795	(1,158)	-1%
Capitol & Myrtle (Myrtle st.)	824,314	974,498	225,766	208,169	(17,597)	-8%
5th & Broad	0	55,084	0	0	0	0%
11th & Front	0	128,704	8,487	0	(8,487)	-100%
Misc. Parking	52,077	53,000	26,500	16,907	(9,593)	-36%
TOTAL PARKING	6,687,158	8,018,078	1,895,858	1,719,723	(176,134)	-9%
Other	536,070	1,072,700	33,675	39,408	5,733	17%
TOTAL	22,091,900	26,460,778	1,972,984	1,776,807	(196,177)	-10%

RECONCILIATION TO FY2018 BUDGETED OPERATING REVENUESTotal Revenues Approved Budget\$66,114,567Ada County Courthouse Master/Surplus Ground Lease (passed-through)(406,658)Use of Fund Balance(24,370,131)Bond Financing Proceeds(14,600,000)

Miscellaneous Revenue (Lease, Property Transactions) (277,000) Operating Revenues \$26,460,778

Balance Sheet - Governmental Funds

December 31, 2017

at a second s	General Fund	Central District RA Fund	River Myrtle District RA Fund	Westside District RA	30th Street District RA	Parking Fund	Total
ASSETS							
Cash and investments	1,100,000	3,915,997	19,639,024	8,165,736	872,250	6,044,131	39,737,139
Accounts receivable	1,125	1,684	1,111	523	-	(33,404)	(28,961)
Interest receivable	3,222	-	-	-	-	-	3,222
Taxes receivable	-	4,932,199	8,335,749	2,939,259	685,934	-	16,893,141
Prepaids	364	-	10,792	115,000	-	-	126,156
Restricted cash	-	763,592	924,955	-	-	2,257,460	3,946,007
Interest in partnership	4 7 .9.	-	130,000	-	-	-	130,000
Property held for resale or development		-	2,382,515				2,382,515
TOTAL ASSETS	1,104,711	9,613,472	31,424,146	11,220,518	1,558,184	8,268,187	63,189,219
LIABILITIES AND FUND BALANCES							
LIABILITIES							
Accounts payable	103,475	87,390	390,805	789,980	276	353,617	1,725,543
Accrued liabilities	152,379	-	-	-	-	-	152,379
Refundable deposits			10,000			-	10,000
Total liabilities	255,854	87,390	400,805	789,980	276	353,617	1,887,922
DEFERRED INFLOWS OF RESOURCES							
Unavailable property tax		4,932,199	8,335,749	2,939,259	685,934		16,893,141
Total deferred inflows of resources	-	4,932,199	8,335,749	2,939,259	685,934	-	16,893,141
FUND BALANCES							
Nonspendable	364	-	2,393,307	-	-		2,393,671
Restricted	-	4,593,883	20,294,285	7,491,279	854,947	1,757,456	34,991,851
Committed	-	<i>,</i> , , _	-	-	-	500,000	500,000
Assigned	-	_	-	-	17,027	5,657,114	5,674,141
Unassigned	848,493						848,493
Total fund balances	848,857	4,593,883	22,687,592	7,491,279	871,974	7,914,570	44,408,156
TOTAL LIABILITIES DEFERRED INFLOWS OF RESOURCES AND FUND	1,104,711	9,613,472	31,424,146	11,220,518_	1,558,184	8,268,187	63,189,219

FUND BALANCE DEFINITIONS

Nonspendable: cannot be spent because they are not in spendable form or are legall or contractually required to remain intact.

Restricted: can be spent for only stipulated purposes as determined by law or external resource providers.

Committed: can be spent for only specific purposes as determined by formal CCDC Board action.

Assigned: intended for specific purposes but not committed or restricted.

Unassigned: all other funds ; typically the General Fund.





AGENDA BILL

Agenda Subject: Approval of 2017 Annual Report	Date: March 12, 2018	
Staff Contact: John Brunelle, Executive Director	Attachments: 1 - Draft of 2017 Annual Report	
Actions Requested: Approve the 2017 Annual Report an publication and access requirement	d direct staff to finalize the document s.	and fulfill the statutory

Background:

Idaho Code requires public agencies like CCDC to report on their activities each year including complete financial statements setting forth assets, liabilities, revenues, and operating expenses. These annual reports must be filed annually by March 31 with the agency's local governing body, which for CCDC is Boise City.

Agencies such as CCDC must also conduct a public meeting to report these activities and take public comment. This meeting's agenda includes the required public meeting which allows for public comment. Any member of the public is invited to comment on the draft 2017 Annual Report.

Once approved by the Board, the report will be finalized and filed with the Boise City Clerk's Office. Notice will be published in the *Idaho Statesman* that the report has been filed and is available for inspection during business hours at the City Clerk's Office and CCDC. The Agency also publishes each year's report on its website.

Fiscal Notes:

None.

Staff Recommendation:

Accept the 2017 Annual Report and to direct staff to finalize and deliver it to the Boise City Clerk, post it on the Agency's website, and publish notice in the *Idaho Statesman* that it has been filed and is available for review in the City Clerk's Office as well as at CCDC and on CCDC's website.

Suggested Motion:

I move to approve the 2017 Annual Report and to direct staff to finalize the document and fulfill statutory publication and access requirements.





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JOHN HALE, OUTGOING BOARD CHAIR



Last year was a remarkable time for downtown Boise. It was my great pleasure to serve as Board Chair during this exciting time. Our economy expanded and real estate development continued a head turning pace. In 2017, CCDC catalyzed downtown investment by contributing over \$11 million to public and private partnerships.

These exceptional collaborations were too numerous to list in their entirety. Accomplishments ranged from downtown housing, the new City Hall Plaza, and the new Athlos Academy headquarters - a charter school organization that brought their national headquarters to Boise and saved the historic Macy's building.

Above all else, our capstone project was the renovation of CCDC's flagship property -The

Grove Plaza. We upgraded and expanded this wonderful public amenity. We measure the success of this project by the constant crowds enjoying the fountain, shade umbrellas, public art and open air music in the heart of downtown.

2017 was my last year serving on the CCDC Board of Commissioners, and it was easily the most intense of my ten years. I am exceedingly proud of the work done by the CCDC staff and Board. They are a dedicated, high caliber group of professionals who daily make downtown Boise THE incredible living and visiting experience. I am grateful for the opportunity to have served with such fine folks. I can't wait to see all the great they will make next.













DAVE BIETER Secretary-Treasurer



Commissioner

SCOT LUDWIG

DANA ZUCKERMAN, INCOMING BOARD CHAIR



Wow! Just look around, up, down- any which way in downtown Boise and something exciting is happening. From the newly installed pavers on The Grove Plaza to the cranes in the sky, CCDC is always on the move, working to make this thriving downtown ever more successful with the just the right balance of buildings and open space, residents and visitors, drivers, cyclists and pedestrians.

We are closing in on the end of the Central District, what that means is the ten square blocks in the center of downtown will soon no longer be in an urban renewal district. We saw this coming and prepared the district with a completely rebuilt Grove Plaza for all of Boise and our visitors to enjoy complete with shade, lighting, a light show and a sky-bridge that seamlessly encloses the plaza. Encircling the Grove Plaza, our agency helped finance a key element of the Boise Centre East, the expanded convention center that will accommodate larger conventions and bring more visitors to stay in our hotels, eat in our restaurants and enjoy the boutique retail our downtown has to offer. Just down the street City Hall Plaza has never looked better. The plaza boasts a modern landscape complete with a large metal sculpture jointly commissioned by the City and CCDC that celebrates our roots as The City of Trees and our present and future as a city that embraces cutting edge art.

The city set out to build 1,000 new dwelling units in the downtown in five years and look how far we've come - The Afton is open and starting on Phase II, The Watercooler Apartments are fully leased, and couldn't look cooler. The ground floor retail is bringing street life to a once too guiet block. The townhouses on Idaho Street are sold out and the next set is going up - stretching the boundaries of the west side of downtown. Just down the street an innovative concept in low income, supportive housing is rising out of the ground in a joint venture involving numerous agencies. On the opposite end of our expanding downtown, the construction of the 5th and Idaho Apartments project is underway, supplying our city with more options in downtown housing and a much needed pocket park to provide a respite in our ever growing city. The Fowler, with its undulating brick is set to welcome its new residents and its restaurant and coffee shop are already bustling and sending a hipster vibe down the newly reconstructed Broad Street. Broad Street has taken on a life of its own. The street now is attached to the city's geothermal system and boasts permeable pavers which allow for storm water infiltration. This street is a harbinger of things to come. Always looking for new avenues to improve our downtown and eradicate blight, our agency identified alleys as an opportunity and we recently embarked upon an alley improvement project between 9th and Capitol.

We are looking ahead to two of the most monumental projects the city has seen in decades. First, CCDC is ready to do its part to build a Sports Park which will further enliven the underused perimeter of our downtown. This park will bring baseball, minor league soccer and other sporting and cultural events to our residents with easy access by car, bike or bus. The park project will include apartment buildings and retail opportunities, which in turn will provide our agency with the tax increment financing that will allow us to put the money generated by the project right back into it. In simple terms, the inclusion of apartments and stores will produce revenue that will pay for financing of the Sports Park.

In more news of transformational projects, our agency is fired up and ready to assist with the city's plan to build the main library project this city deserves. With a world renowned architect, we will have a center of learning, community and culture in a building that matches the natural beauty of our surroundings. The people of Boise deserve a structure of this magnitude and we are eager to do our part in making it happen.

The dramatic growth in population and the explosion of activity in our downtown require a balance - we are careful to insure what we all love about our city, its small town charm with big city amenities, remains as we grow into a bigger, more vibrant version of our past selves.



GORDON JONES Commissioner



BEN QUINTANA Commissioner



MARYANNE JORDAN Commissioner

JOHN BRUNELLE, EXECUTIVE DIRECTOR



Our 2017 Annual Report captures CCDC's commitment to and collaboration with the City of Boise by aligning our goals to have a meaningful, permanent, and positive impact on our community. Based on priorities set by the City, CCDC recently adopted seven STRATEGIC GOALS for 2018: Safe and Secure Community; Healthy Community; Connected Community; Environmentally Sustainable Community; Strong, Diverse Local Economy; Creative and Engaged Culture; Innovative and High Performing Organization.

In 2017 two of our longstanding commissioners, John Hale, and Pat Shalz, concluded their outstanding service on the CCDC Board, and Dana Zuckerman stepped up to take on the role of Board Chair. The agency benefits greatly from the collective leadership of the entire Board, and with their thoughtful guidance CCDC maximizes our unique

financial powers to catalyze private investment and facilitate public projects while maintaining stable and consistent resource management.

With the success of the past comes the promise of more collaboration and development in the months ahead, which will include the Sunset of Central District, and with that, a series of improvements in the district to ensure we leave the heart of downtown in perfect shape for the City, its visitors, and residents. The sunrise of a new Urban Renewal District is also on the horizon, and will include 131 acres along the Boise riverfront south of River Street. Our team of motivated professionals will continue to work with our partners to help our community thrive by building a more diverse, accessible, and bodacious Boise.

In the words of Jane Jacobs, urbanist, activist and author of the The Death and Life of Great American Cities, "Designing a dream city is easy; rebuilding a living one takes imagination."

ABOUT CCDC

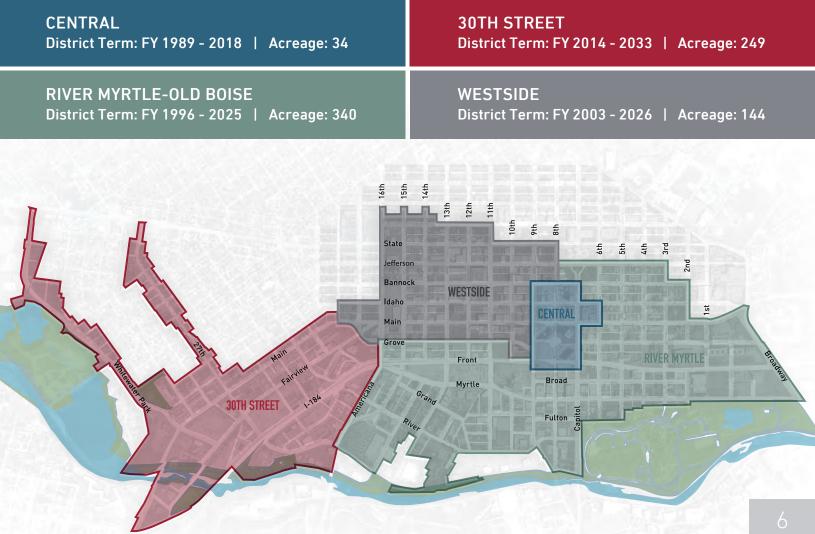
Boise's Redevelopment Agency, Capital City Development Corporation (CCDC), catalyzes investment in the city through its own projects and public/private partnerships. CCDC focuses its work on economic development, infrastructure, place making, and mobility in its four redevelopment districts. The agency's staff work hand-in-hand with local partner organizations and companies to redevelop underutilized properties and improve public places.

VISION STATEMENT

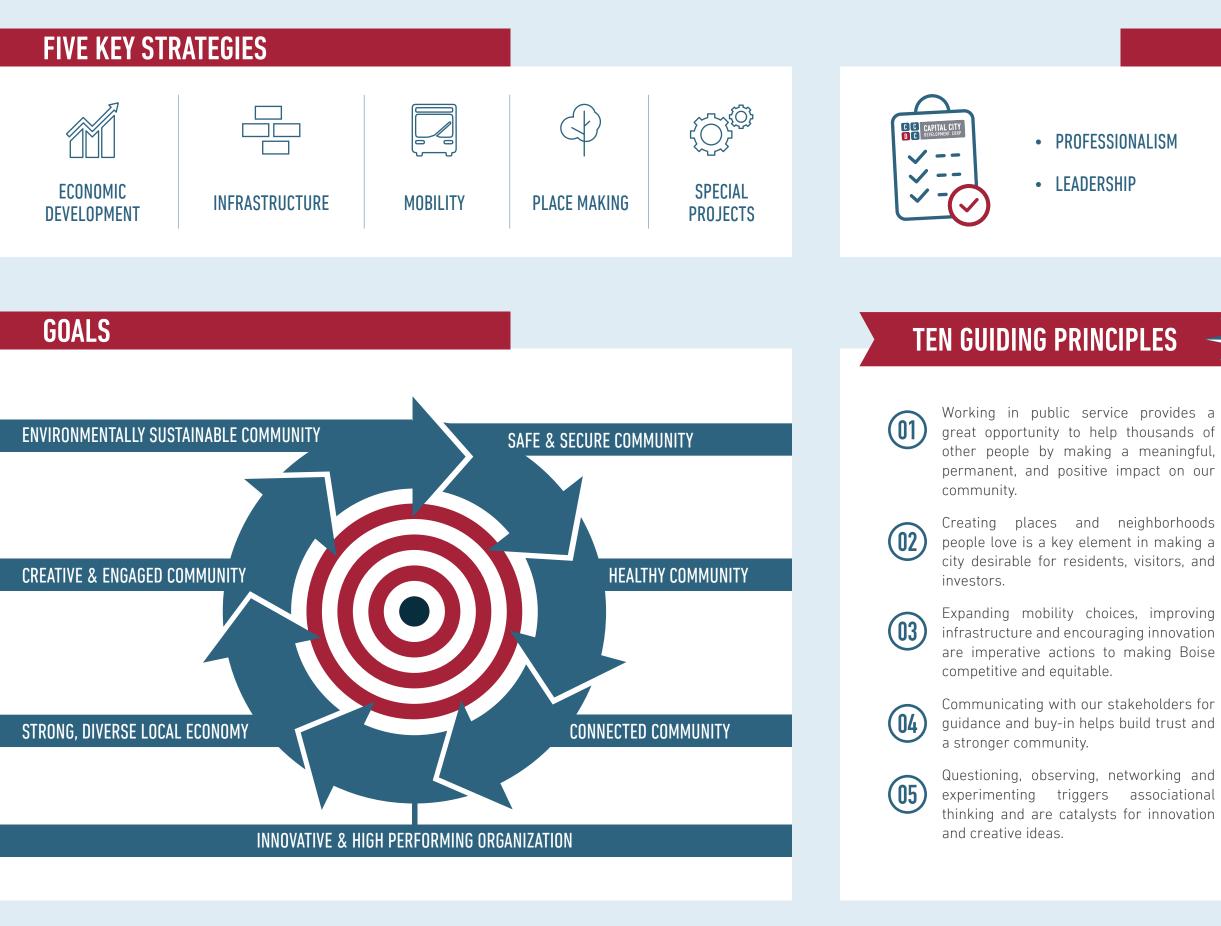
Help the Boise community thrive in a sustainable economy where an exceptional built environment and excellent business opportunities are in perfect balance.

MISSION STATEMENT

CCDC ignites diverse economic growth, builds vibrant urban centers, and promotes healthy community design.







FIVE CORE VALUES

ACCOUNTABILITY

TRANSPARENCY

INTEGRITY

This icon highlights working examples of our Guiding Principles throughout this publication.

XX

Fostering the expansion of local enterprise and career opportunity creates economic energy in our districts and beyond.



(06)

within Redeveloping properties our districts enhances the urban environment, honors our heritage, and fuels economic growth.



Focusing on community involvement enhances our holistic approach to building a diverse and bodacious Boise.



Maximizing our unique financial powers to catalyze investment, facilitate public projects, and increase agency revenue is paramount to stable and consistent resource management.



Collaborating with public and private partners to proactively plan and complete high quality development projects advances our planning goals and enriches Boise's prosperity.

AGENCY OWNED PROPERTY

CCDC obtains strategic properties with redevelopment potential. Generally, the Agency will issue a Request for Qualifications/Proposals (RFQ/P) to the public with specific information about redevelopment objectives for the property and how the private sector can participate in the project. CCDC owns the following properties and is actively planning for redevelopment. Idaho Code 50-2011(f) requires certain reporting on Agency owned properties.

PROPERTIES ACQUIRED FOR PUBLIC USAGE

THE GROVE PLAZA: This property is owned by CCDC as an urban public park. Plans for disposition will be addressed in the Central District Termination Plan in 2018.

8TH STREET FROM MAIN TO BANNOCK: This property is a public street and sidewalk managed by CCDC as a festival, café and public event street segment. Plans for disposition will be addressed in the Central District Termination Plan in 2018.

PUBLIC PARKING GARAGES: CCDC owned 6 parking garages in 2017: 8th & Main, Capitol & Main, Capitol & Front, 9th & Front, 10th & Front, and Capitol & Myrtle.

PROPERTIES ACQUIRED FOR REHABILITATION OR RESALE

1) 503/509/511/623/647 S ASH (0.7 ACRES)

These small parcels were acquired in 2006, 2007, and 2011 for the Pioneer Corridor pathway project which connected the Boise River Greenbelt to the city center. These properties were included in a competitive RFQ/P in 2016 and the project was awarded to deChase miksas. The Design and Development Agreement is in place, and construction is scheduled to begin in 2018. The property will be conveyed at the start of construction.

2) 617 S ASH (0.14 ACRES)

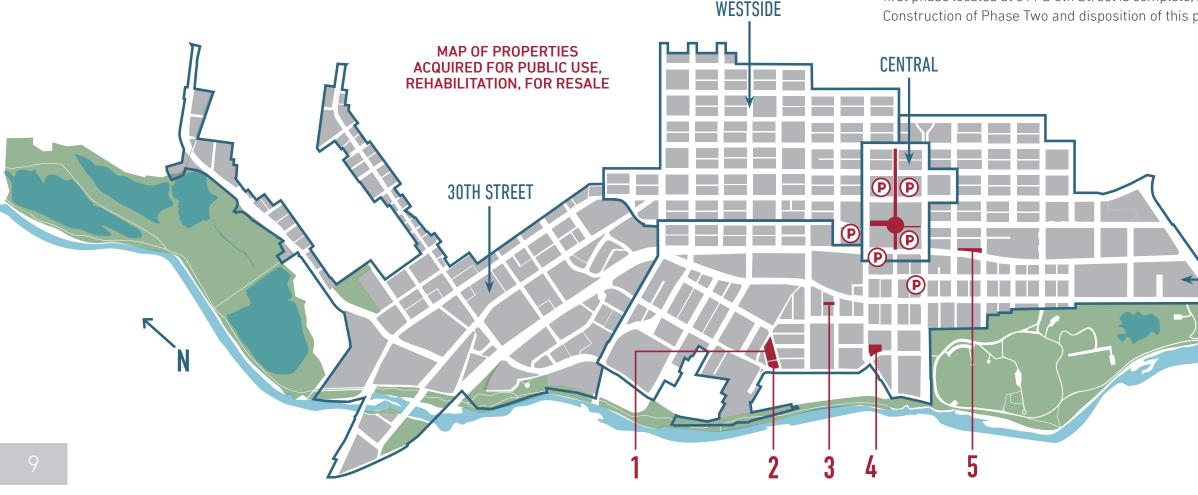
Like the above parcels, this was acquired in 2011 for the Pioneer Corridor project. It includes The Hayman House, a historic home of cultural value to be preserved in the River Street neighborhood. CCDC is working with the City of Boise Arts and History department to convey the property for preservation as a cultural site.

3) 429 S. 10TH (0.08 ACRES)

This land was acquired in 2001 to help bundle property for a private development in the River Street neighborhood. With ownership changes on the block, the completion of the new Simplot HQ/JUMP project, and construction underway on the Pioneer Crossing project, CCDC is working with area property owners to identify the best strategy for disposition.

4) 620 S. 9TH (0.6 ACRES)

Acquired in 2001 as a Cultural District redevelopment property, this parcel went through a competitive RFQ/P process, and "The Afton" housing project was the selected. The Boise based developer is constructing a phased \$31-million, 54-unit condo project which incorporates structured parking, retail space, and live-work units. The first phase located at 611 S 8th Street is complete, and 620 S 9th will be the location of Phase Two of The Afton. Construction of Phase Two and disposition of this parcel are scheduled for later in 2018.



5) FRONT STREET REMNANT (0.32 ACRES)

Leftoverfrom the Front Street realignment, this parcel was acquired in 2007 with intentions of combining it with adjacent land in a mixed-use development. In late 2016, CCDC issued a competitive RFQ/P and the project was awarded to Capitol Partners for a commercial and parking development. CCDC and the developer are formalizing the disposition agreement terms and expect the parcel to be conveyed in 2018.

- RIVER MYRTLE-OLD BOISE

KEY STRATEGIES

ECONOMIC DEVELOPMENT

CULTIVATE COMMERCE AND GROW RESILIENT, DIVERSIFIED, AND PROSPEROUS LOCAL ECONOMIES.



INFRASTRUCTURE

IMPROVE PUBLIC INFRASTRUCTURE TO ATTRACT NEW INVESTMENT AND ENCOURAGE BEST USE OF PROPERTY.



MOBILITY & PARKING

EXPAND MOBILITY CHOICES THAT INCLUDE PARKING AND MULTIPLE TRANSIT MODES TO ENABLE UNIVERSALLY ACCESSIBLE URBAN DISTRICTS.



PLACE MAKING

DEVELOP PUBLIC SPACES AND ENERGIZED ENVIRONMENTS WHERE A BLEND OF CULTURES AND CONCENTRATED MIX OF USES CREATE A VALUED SENSE OF PLACE.

SPECIAL PROJECTS

INVEST IN PROJECTS THAT RESPOND TO EMERGING **REVITALIZATION OPPORTUNITIES INCLUDING PUBLIC** AMENITIES, HISTORIC PRESERVATION, AND SUPPORT OF LOCAL ARTS AND CULTURE.



IN	VESTMENT BY	KEY STRATEGY		
39% ECONOMIC DEVELOPMENT	17% INFRASTRUCTURE	19% MOBILITY & PARKING	24% Place making	1% Special Projects





HOUSING

THE AFTON

PROJECT NAME: 620 S 9th – The Afton – PP Type 5 **DEVELOPER:** RMH Company **SIZE:** 54 Condominiums (Phase 1 and 2) **TOTAL DEVELOPMENT COSTS:** \$31 Million (approx.) CCDC PARTICIPATION: \$2,000,000 Type 5 PROJECT STATUS: Phase 1 Complete, Phase 2 Under Construction



THE WATERCOOLER

PROJECT NAME: 1401 W Idaho – The Watercooler Project, LLC – PP Type 5 **DEVELOPER:** LocalConstruct **SIZE:** 27 Apartments TOTAL DEVELOPMENT COSTS: \$7 Million (approx.) **CCDC PARTICIPATION:** \$795,000 Type 5 PROJECT STATUS: Complete











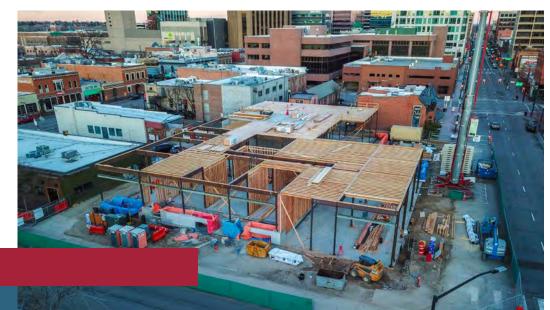




Redeveloping properties within our districts enhances the urban environment, honors our heritage, and fuels economic growth.

ASH STREET

PROJECT NAME: 530 Ash Street – Ash Street Townhomes – PP Type 5 **DEVELOPER:** deChase Miksis SIZE: 31 Apartments TOTAL DEVELOPMENT COSTS: \$8 Million (approx.) **CCDC PARTICIPATION:** \$997,000 – Type 4 **PROJECT STATUS:** Planning / Permitting



5TH & IDAHO

PROJECT NAME: 5th & Idaho Apartments – PP Type 4 DEVELOPER: 5th and Idaho Development, LLC SIZE: 79 Apartments TOTAL DEVELOPMENT COSTS: \$15.5 Million (approx.) CCDC PARTICIPATION: \$300,000 - Type 4 **PROJECT STATUS:** Under Construction

HOTELS









PROJECT NAME: 1024 W Bannock – Hyatt Place – PP Type 2 **DEVELOPER:** PEG Development SIZE: 146 Rooms TOTAL DEVELOPMENT COSTS: \$20 Million (approx.) **CCDC PARTICIPATION:** \$452,500 – Type 2 **PROJECT STATUS:** Complete





DEVELOPER: Capitol Partners SIZE: 130 Rooms, 500 Parking TOTAL DEVELOPMENT COSTS: \$25 million **CCDC PARTICIPATION: TBD PROJECT STATUS:** Planning

RESIDENCE INN

PROJECT NAME: 410 S Capitol – Residence Inn by Marriott – PP Type 2 **DEVELOPER:** Pennbridge Capital **SIZE:** 186 Rooms, 103 Parking Spaces **TOTAL DEVELOPMENT COSTS:** 35 Million (approx.) CCDC PARTICIPATION: \$875,000 – Type 2 **PROJECT STATUS:** Complete

DEVELOPER: Gardner Company SIZE: 136 Rooms TOTAL DEVELOPMENT COSTS: \$17 million **CCDC PARTICIPATION:** CCDC Participation to \$4.3 million for public improvements (includes improvements for entire 4 block, \$52 million development project) **PROJECT STATUS:** Under Construction

HILTON GARDEN INN

PROJECT NAME: 1100 Front Street – Hilton Garden Inn – PP Type 3

8TH STREET

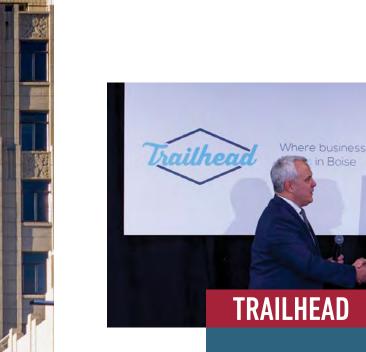
PROJECT NAME: 8th Street

LOCATION: 8th Street between Main and Bannock

DESCRIPTION: CCDC owns 2 blocks of 8th street from building front to building front. The agency takes great care in making sure this area of downtown is vibrant and helps promote economic development in the area by making 8th Street available for community events such as the Capital City Public Market, and providing patio licenses for outdoor dining along the corridor

TOTAL COST: \$16,366 (operations and maintenance such as cleaning and brick repair)

PROJECT STATUS: Ongoing



PROJECT NAME: Trailhead LOCATION: 500 South 8th Street DESCRIPTION: In March 2015, CCDC helped establish Boise's newest space for innovators and entrepreneurs, Trailhead. This collaborative professional place encourages gathering, connecting, and learning. Educational programming, unique networking opportunities, along with structured and unstructured events and drop-in sessions are offered. Trailhead is a non-profit, community effort focused on helping develop the next generation of business successes in the Boise valley. **TOTAL COST:** \$75,000 annually for rent, maintenance, and utility assistance

PROJECT STATUS: Ongoing









Fostering the expansion of local enterprise and career opportunity creates economic energy in our districts and beyond.



THAN



KEY STRATEGY 2

INFRASTRUCTURE



BROAD STREET

PROJECT NAME: Broad Street Improvements

LOCATION: Broad Street between Capitol and 2nd Street

DESCRIPTION: The City of Boise created a vision for the Central District to be an "eco-district" structured on principles of sustainable development, operations and Boise's LIV culture – Lasting, Innovative, Vibrant. CCDC partnered with the City to reconstruct Broad Street with creative design and streetscape amenities (lights, benches, trees/planters, permeable pavers, green storm water infrastructure, etc.), extend the geothermal system down Broad Street and into the injection well at Julia Davis Park, install additional Fiber Optic resources, and utilize innovative storm water solutions.

TOTAL COST: \$6.2 million **PROJECT STATUS:** Complete







TYPE 1 PARTICIPATION PROJECTS



NEW PATH COMMUNITY HOUSING

PROJECT NAME: 2200 W Fairview - New Path Community Housing- PP Type 1 **DEVELOPER:** Thomas Development, Pacific Communities, and Northwest Integrity **SIZE:** 40 Permanent Supportive Housing Units **TOTAL DEVELOPMENT COSTS:** \$7.3 Million (approx.) CCDC PARTICIPATION: \$125,000-Type 1 **PROJECT STATUS:** Under Construction

2017 STREETSCAPE IMPROVEMENTS

PROJECT NAME: 2017 Streetscape Improvements

LOCATION: 2 blocks on Main Street between Capitol and 5th Street, ¹/₂ block on Capitol Blvd. between Main and alley, 1 block on 6th between Main and Idaho, and ½ block on Main between 14th and alley.

DESCRIPTION: The project includes 5 block faces with improvements including new sidewalks, curb and gutter, street trees and grates, historic streetlights, pedestrian ramps, and furnishings such as bike racks, litter receptacles and benches for public use. The streetscapes are constructed per the Boise City Streetscape Standards Manual using brick and concrete sidewalks. The project also includes installation Silva Cells. Silva cells are a suspended pavement system that allows street trees to grow larger and live longer healthier lives in an urban environment, and reduces storm water runoff into the river.

TOTAL COST: \$1.1 million **PROJECT STATUS:** Complete

UTILITY LINE UNDERGROUND

LOCATION: 5th Street between Idaho and Bannock, alley between Main and Idaho from 5th to 6th

DESCRIPTION: CCDC is working with the City, ACHD, and private property owners to make sidewalks and alleys safer and more inviting by undergrounding utility lines. This is an ongoing program that responds to new development and identifies high-need areas for CCDC managed projects.

TOTAL COST: \$400,000 **PROJECT STATUS:** Complete

VERRASO

RIVER STREET LOFTS

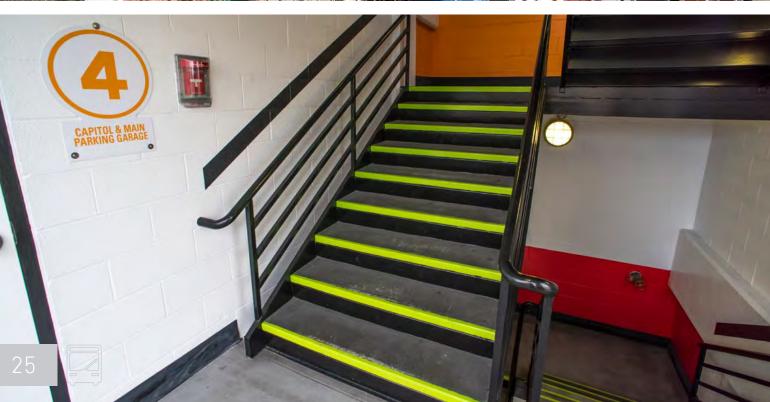
PROJECT NAME: 535 15th Street - Rive Street Lofts - Type PP Type 1 DEVELOPER: River Street Lofts, LLC SIZE: 10 Townhomes TOTAL DEVELOPMENT COSTS: \$1.6 Million (approx.) CCDC PARTICIPATION: \$150,000 - Type 1 **PROJECT STATUS:** Planning/Permitting

PROJECT NAME: 1420 Front Street- Verraso - PP Type 1 **DEVELOPER:** Envision 360, Inc **SIZE:** 8 Apartments **TOTAL DEVELOPMENT COSTS:** \$1.6 Million (approx.) CCDC PARTICIPATION: \$150,000 - Type 1 **PROJECT STATUS:** Under Construction

KEY STRATEGY 3

MOBILITY & PARKING













Expanding mobility choices, improving infrastructure and encouraging innovation are imperative actions to making Boise competitive and equitable.

PARKBOI GARAGES

- **PROJECT NAME:** ParkBOI Garage Painting and Signage
- **LOCATION:** Downtown public parking garages

11TH & FRONT PARKING GARAGE

PROJECT NAME: 11th & Front Parking Garage -Purchase and Sale Agreement **DEVELOPER:** Gardner Company SIZE: 827 parking spaces (250 owned by CCDC) TOTAL DEVELOPMENT COSTS: \$52 Million (approx.) **CCDC PARTICIPATION:** \$5.4 Million **PROJECT STATUS:** Open February 2018







BIKE RACK INFILL PROJECTS

PROJECT NAME: Bike Rack Infill projects

LOCATION: 8th and Main (in front of Taphouse) and 16th and Main (in front of HandleBar)

DESCRIPTION: Bike corrals were installed outside of Taphouse and HandleBar. The Bike Corrals hold approximately 15 bikes and are placed on the road, generally in a car park space, with permission from ACHD.

TOTAL COST: \$3,000 **PROJECT STATUS:** Complete

BOISE GREENBIKE STATION AT RED LION

PROJECT NAME: Boise GreenBike Station at Red Lion

LOCATION: 22nd and Fairview

DESCRIPTION: Boise GreenBike and CCDC are partnering to improve mobility in downtown Boise with the installation of a new bicycle rental location near the Red Lion Hotel. The new station, which will have space for 5 bikes, is among 15 planned installations by Boise GreenBike as the service expands to meet demand.

TOTAL COST: \$4,300 PROJECT STATUS: Complete

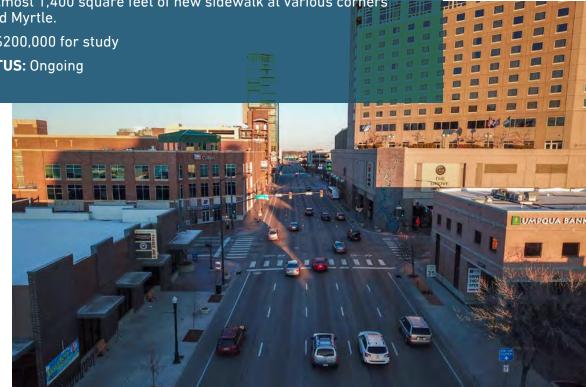


FRONT AND MYRTLE ALTERNATIVES ANALYSIS

PROJECT NAME: Front and Myrtle Alternatives Analysis **LOCATION:** Front and Myrtle Street from 13th Street to Broadway

DESCRIPTION: Through the Front and Myrtle Alternatives Analysis, CCDC worked with ITD to identify a number of improvements along Front and Myrtle that could be accomplished immediately as part of a road maintenance project. These included installing conduit to allow for installation of future signals, improving the Pioneer Pathway connection at 11th and Myrtle, and extending 20 corners at various intersections. When this work is complete in early 2018, it will create almost 1,400 square feet of new sidewalk at various corners along Front and Myrtle.

TOTAL COST: \$200,000 for study **PROJECT STATUS:** Ongoing





PARK AND RIDE SHUTTLE



DESCRIPTION: CCDC and the City of Boise in partnership with Valley Regional Transit and Boise State University are running a Park and Ride Shuttle. This FREE service runs from the Elder Street Park & Ride lot to downtown. It runs between 7am-10am and 4pm-7pm.

TOTAL COST: \$55,000 (FY 2017) PROJECT STATUS: Ongoing

KEY STRATEGY 4

PLACE MAKING

THE GROVE PLAZA

 $\langle \cdot \rangle$



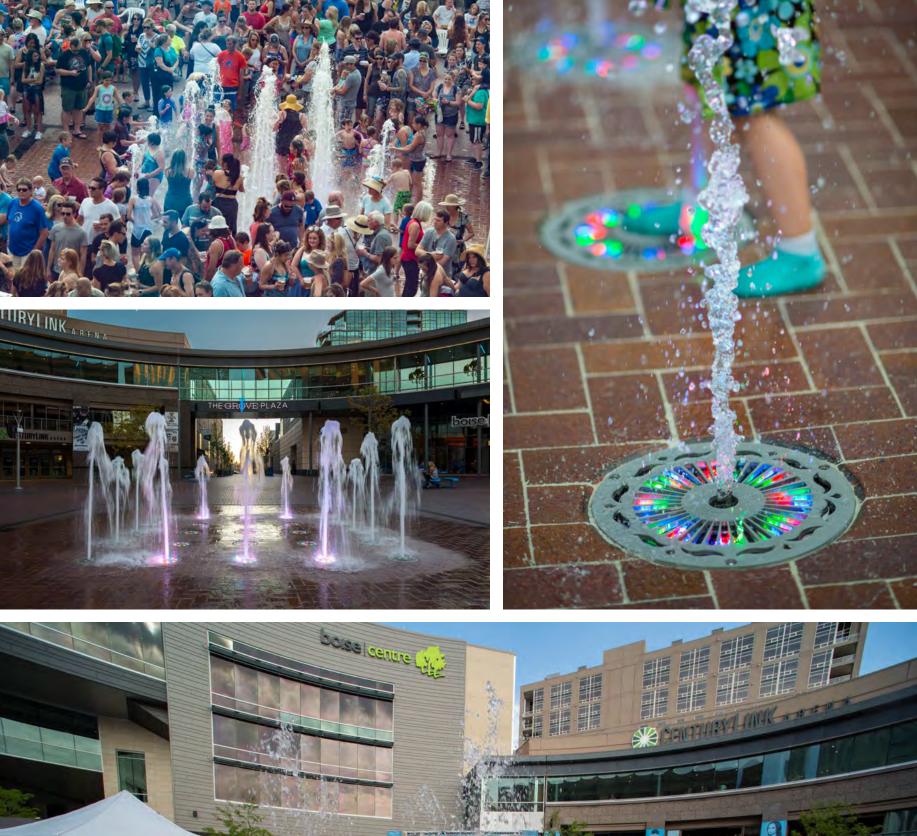
PROJECT NAME: The Grove Plaza

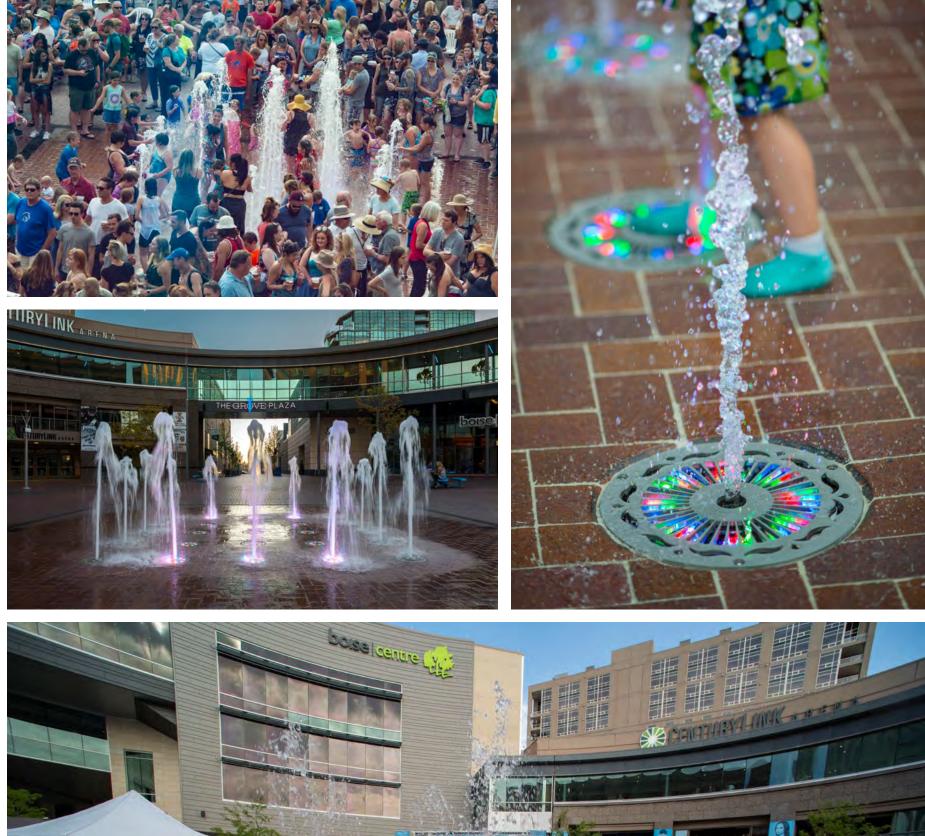
LOCATION: 8th and Grove Pedestrian Plaza

DESCRIPTION: In 2017, CCDC celebrated the Grand Re-Opening of The Grove Plaza. The plaza was originally built in 1987, and CCDC renovated the public space to keep it in tip-top condition before the end of the Central District. The project included rebuilding the fountain and adding LED lighting, installing a plaza-wide sound system, repaving the entire plaza and spokes, implementing green storm water infrastructure, replacing declining trees, building public restrooms, buying new furniture and a portable stage for events, adding umbrellas for additional shade, and installing free public Wi-Fi.

TOTAL COST: \$5.4 million

PROJECT STATUS: Complete









PIONEER CORNER

LOCATION: 11th and Myrtle Streets

DESCRIPTION: This improved connection accommodates bicyclists and pedestrians transitioning to and from the Pioneer Pathway from 11th Street at Myrtle. The project included a realigned crosswalk on Myrtle Street and wider the pathway paver area on the southwest corner of Myrtle and 11th Streets, additional trees, benches, and a waste bin.

TOTAL COST: \$125,000 PROJECT STATUS: Complete

JULIA DAVIS PARK ENTRY

PROJECT NAME: Julia Davis Park Entry

LOCATION: 5th and Myrtle to Julia Davis Park

DESCRIPTION: In partnership with the City of Boise, CCDC built a pathway connection from the south end of 5th Street into Julia Davis Park. The pathway project reconstructed 5th Street south of Myrtle with stamped concrete sidewalks, street lights, trees, and a vehicular turnaround, that serves pedestrians and cyclists entering Julia Davis Park.

TOTAL COST: \$410,000

PROJECT STATUS: Complete

CITY HALL PLAZA

PROJECT NAME: City Hall Plaza

TOMMY

LOCATION: Capitol Boulevard between Main and Idaho

DESCRIPTION: In 2017 the City of Boise renovated the City Hall Plaza to create an enhanced pedestrian and visitor experience with features to enliven the downtown core. CCDC partnered with the City to share the cost of construction for the civic plaza. The renovation includes a new "skim" fountain, a protected bike lane along Capitol, new hardscape, green storm water infrastructure, and water-wise landscaping.

TOTAL COST: \$1.3 million

PROJECT STATUS: Phase 1 Complete, Phase 2 Under Construction



Communicating with our stakeholders for guidance and buy-in helps build trust and a stronger community.





KEY STRATEGY 5

SPECIAL PROJECTS





ATHLOS ACADEMIES

PROJECT NAME: 918 W Idaho Street – Athlos – PP Type 3

DEVELOPER: Athlos Academies

DESCRIPTION: An important building in Downtown Boise was saved from the wrecking ball thanks to a unique, locally-founded private company serving the education sector, Athlos Academies. The charter school organization has transformed the building into its new corporate headquarters and training facility. CCDC partnered with Athlos to pay for historic façade improvements and new streetscape construction.

TOTAL DEVELOPMENT COSTS: \$9.2 million

CCDC PARTICIPATION: \$750,000 – Type 3 Reimbursement

PROJECT STATUS: Complete

SHORELINE DISTRICT

PROJECT NAME: Shoreline District Planning

DESCRIPTION: CCDC, in collaboration with the City of Boise, is beginning work on forming the Shoreline Urban Renewal District. Located along the Boise River between Americana Boulevard and Capitol Boulevard, the district includes portions of the River Street Neighborhood and the Lusk District. With large catalytic development sites at each end of the proposed district, a need for infrastructure and mobility improvements will be necessary to support the neighborhood as the area develops into a vibrant urban shoreline neighborhood.

CCDC BUDGET: \$350,000 for economic assessments and urban renewal plan creation

PROJECT STATUS: Underway





Collaborating with public and private partners to proactively plan and complete high quality development projects advances our planning goals and enriches Boise's prosperity.



2017 FINANCIAL STATEMENTS

STATEMENT OF NET POSITION

AS OF SEPTEMBER 30, 2017 AND 2016			Percentage Change
	2016	2017	2016-2017
Current & Other Assets	\$50,877,527	\$65,673,842	29.1%
Capital Assets	24,619,146	26,090,765	6.0%
Total Assets	75,496,673	91,764,607	21.5%
Deferred Outflows of Resources	494,324	336,452	(31.9%)
Long-term Debt Outstanding	21,578,832	28,600,443	32.5%
Other Liabilities	2,304,877	3,264,541	41.6%
Total Liabilities	23,883,709	31,864,984	33.4%
Deferred Inflows of Resources	14,311,086	17,010,785	33.4%
Net Position			
Net Investment in Capital Assets	14,533,359	18,908,624	30.1%
Restricted & Unrestricted	23,262,843	24,316,666	4.5%
Total Net Position	\$37,796,202	\$43,225,290	14.4%

Approximately 44% of the Agency's net position is invested in Capital Assets (i.e. land, buildings, equipment, parking facilities, and other) with the remaining balance in other net assets to provide for ongoing obligations and subsequent year activities.

Revenues: *Charges for Services* include lease revenues from the Ada County Courthouse Corridor Project. *Operating Grants & Contributions* include various reimbursements. *Parking revenues* include proceeds generated from operating the public parking garages. *General Revenues* include earnings on investments. Overall, total Agency revenues increased \$2,511,576 compared with the prior year. Additionally, tax increment revenues increased \$1,755,555 compared to fiscal year 2016, reflecting strong economic conditions and higher property values.

The Statement of Activities provides a summary of the Agency's operation for the fiscal year ended September 30, 2017. Prior year data is presented for comparison purposes.

STATEMENT OF ACTIVITIES

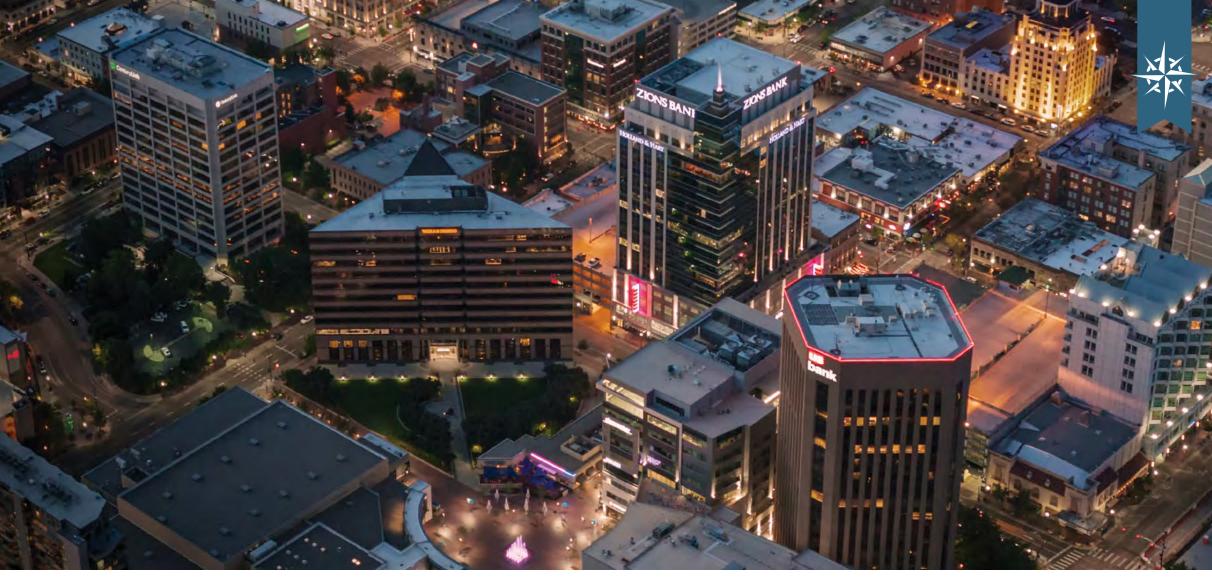
FOR YEARS ENDED SEPTEMBER 30, 2017 AND 2016

	venues Program Revenues
Cha	arges for Services
Ope	erating Grants & contributions
Par	rking
Tot	al Program Revenue
G	eneral Revenue
Pro	operty Tax Increment
Un	restricted Investment
E	arnings
Т	otal Revenues
Exp	penses
Ρ	rogram Expenses
Cor	mmunity Development
Inte	erest on Long-Term Debt
Par	-king Facilities
Tot	al Program Expenses
Inc	rease in Net Position

Net Position - Ending

Expenses: *Community Development* includes the general expenses of the Agency related to fulfilling its mission. *Interest on Long-Term Debt* includes the interest portion of payments related to long-term financing arrangements. *Parking Facilities* includes the cost of operating the public parking system. Overall, total Agency expenses in fiscal year 2017 increased \$5,679,748. The change was primarily due to the major community development projects such as Grove Plaza renovation and Broad Street improvement. The change was also related to the increase in interest on long-term debt. In 2017, the Series 2010 B bond was refunded, the Series 2010 C bond was redeemed, and the Series 2017 A bond was issued. These debt activities resulted in one-time total redemption fee of \$135,303 and total issuance costs of \$136,759 in 2017.

2010			
			Percentage Change
			_
	2016	2017	2016-2017
	\$194,372	\$227,215	16.9%
	1,652,113	1,599,082	(3.2%)
	6,065,718	6,825,914	12.5%
	7,912,203	8,652,211	9.4%
	13,337,201	15,092,756	13.2%
	22,541	38,554	71.0%
	21,271,945	23,783,521	11.8%
	8,372,953	13,468,656	60.9%
	989,701	1,183,687	19.6%
	3,312,031	3,702,090	11.8%
	12,674,685	18,354,433	44.8%
	8,597,260	5,429,088	
	29,198,942	37,796,202	29.4%
	\$37,796,202	\$43,225,290	14.4%



FINANCIAL HIGHLIGHTS

- The fiscal year 2017 budget was amended once during the year. The budget was decreased for amounts related to the timing of capital improvement projects that were continued into the next fiscal year or for capital improvement projects that were added, deleted or modified during the fiscal year.
- The Agency's total assets and deferred outflows of resources exceeded its liabilities and deferred inflow of resources at the close of the fiscal year 2017 by \$43,225,290. Of this total, \$18,908,624 is invested in capital assets (net of debt).
- At fiscal year close, the Agency's governmental funds reported a combined ending fund balance of \$46,019,380, of which \$45,205,774 is nonspendable, restricted, committed or assigned.
- During fiscal year 2017 the Agency's expenses were \$18,354,433 compared to the \$12,674,685 reported in 2016. The change was primarily due to the increase in community development expenses related to the Grove Plaza renovation project and Broad Street improvement project in 2017.

- tax increment revenue.
- Additional cost of issuance were incurred to issue the 2017 A bond as well.
- valuations and new construction in Agency urban renewal districts.

Maximizing our unique financial powers to catalyze investment, facilitate public projects, and increase agency revenue is paramount to stable and consistent resource management.

• Total revenues increased by \$2,511,576. The majority of the increase was a result of increased property

• Interest and fees expense on long-term debt in governmental activities increased by \$193,986 compared with fiscal year 2016. The Agency has refunded the Series 2010 B-1 bond and redeemed early the Series 2010 C bond in fiscal year 2017. The Agency also paid issuance costs for the refunded debt. Over the long term, the refunding and redemption will provide the agency savings in interest payments.

• The Agency's key revenues are parking revenues and revenue allocation district revenues (tax increment revenue). Parking revenues increased \$760,196 primarily due to: 1) increased parking activity and 2) continued parking revenue collection efficiency. Revenue allocation increased about 13.2% or \$1,755,555 in fiscal year 2017 as compared to the prior year due to the increased property



VISION HELP THE BOISE COMMUNITY THRIVE IN A SUSTAINABLE ECONOMY WHERE AN EXCEPTIONAL BUILT ENVIRONMENT AND EXCELLENT BUSINESS **OPPORTUNITIES ARE IN PERFECT BALANCE.**

MISSION CCDC IGNITES DIVERSE ECONOMIC GROWTH, BUILDS VIBRANT URBAN CENTERS, AND PROMOTES HEALTHY COMMUNITY DESIGN.

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. . . .

Boise's Redevelopment Agency, Capital City Development Corporation (CCDC), catalyzes investment in the city through its own projects and public/private partnerships. CCDC focuses its work on economic development, infrastructure, place making, and mobility in four redevelopment districts. The Agency works hand-in-hand with local partner organizations and companies to redevelop underutilized properties and improve public places.

CCDC STRATEGIC GOALS FOR 2018

(1) Safe and Secure Community; (2) Healthy Community; (3) Connected Community; (4) Environmentally Sustainable Community; (5) Strong, Diverse Local Economy; (6) Creative and Engaged Culture; (7) Innovative and High Performing Organization.

PROPERTY VALUE GROWTH IN CCDC DISTRICTS

THE YEAR A DISTRICT IS CREATED IS REFERRED TO AS ITS BASE YEAR. ALL PROPERTY TAX REVENUE COLLECTED IN SUBSEQUENT YEARS IN EXCESS OF THE BASE YEAR AMOUNT IS DISTRIBUTED TO CCDC DURING THE TERM OF A DISTRICT. AT THE END OF A DISTRICT'S TERM. THE ADDITIONAL TAX VALUE CREATED GOES TO THE EXISTING TAXING DISTRICTS.





CENTRAL

1989



ParkBOI GARAGES



CCDC owns six parking garages in downtown Boise totaling 2,567 parking spaces. Structured parking contributes to a vibrant city and strong economy.

"FIRST HOUR FREE" ACCOUNTS FOR \$2 MILLION+ IN PARKING REVENUE GIVEN AWAY BY CCDC EVERY YEAR!

FIVE KEY STRATEGIES



ECONOMIC DEVELOPMENT Cultivate commerce and grow resilient,

diversified, and prosperous local economies.

INFRASTRUCTURE

Improve public infrastructure to attract new investment and encourage best use of property.



MOBILITY

Expand mobility choices that include parking and multiple transit modes to enable universally accessible urban districts.

PLACE MAKING



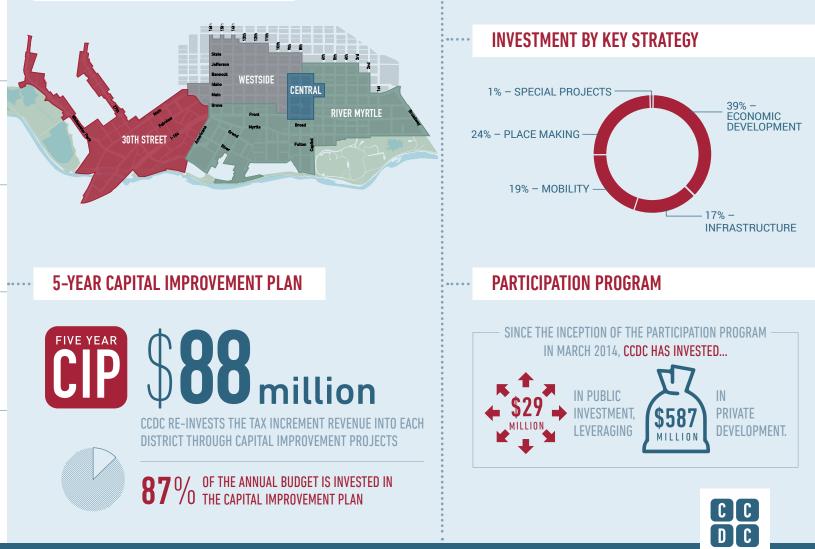
Develop public spaces and energized environments where a blend of cultures and concentrated mix of uses create a valued sense of place.

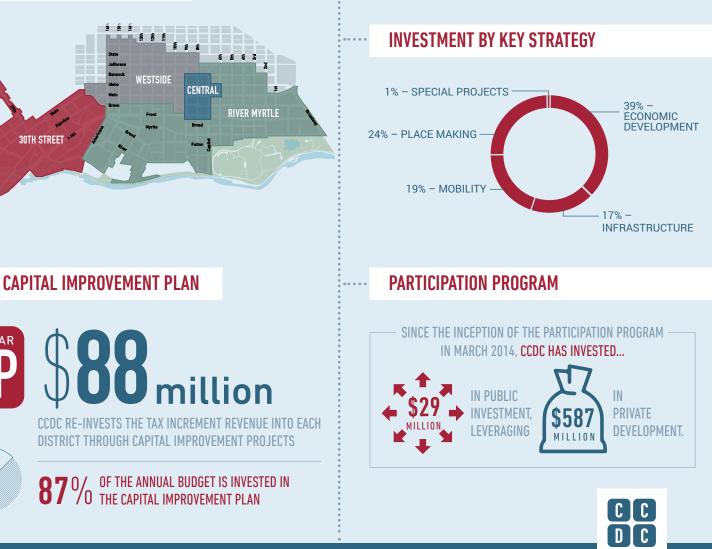
SPECIAL PROJECTS

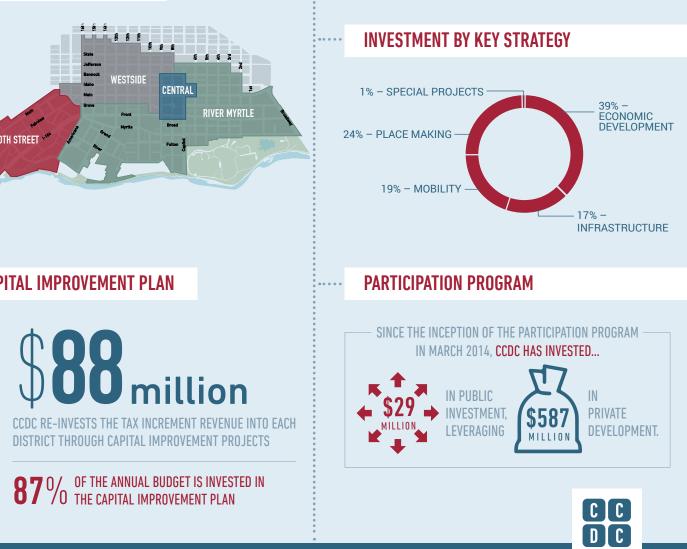


Invest in projects that respond to emerging revitalization opportunities including public amenities, historic preservation, and support of local arts and culture.

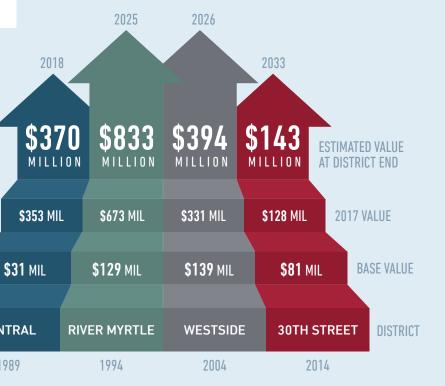
URBAN RENEWAL DISTRICT MAP







COLLABORATE. CREATE. DEVELOP. COMPLETE.



@WORK



AGENDA BILL

Agenda Subject: CCDC Capital Improvement Pla	Agenda Subject: CCDC Capital Improvement Plan 2018-2022 (CIP) Amendment								
Staff Contact: Laura Williams and Todd Bunderson	Attachments: 1 – Fiscal Summary of 2018 CIP Ameri 2 – 2018-2022 CIP Amendment Project 3 – 2018-2022 CIP Original Project De	ct Details							
Action Requested: Approve Mid-Year CIP Amendm	ent								

Background:

The development of a multi-year capital improvement plan has been a valuable tool for coordinating capital improvements with intergovernmental agencies and working with private partners through the Agency's Participation Program. The CCDC Board approved the original 2018-2022 Capital Improvement Plan in August of 2017 as part of the fiscal 2018 budget. This process anticipated a mid-year update.

Most changes for this amendment relate to project timing due to coordination with public or private partners and/or changes in cost estimates related to advancement of construction design documents and/or design refinement. Specifics on the key changes and more notable funding amount changes are highlighted below.

Fiscal Notes:

The original CIP total approved amount was \$87,691,400. The amended CIP total proposed amount is \$95,952,900.

ALL DISTRICTS + \$8,261,500

The net increase of \$8.2 million in the 2018-2022 CIP is primarily accounted for in two ways

- First, the anticipated sale of the Capitol & Front garage will increase agency revenue by approximately \$6.8 million and is proposed for a S. 8th Street parking facility.
- Second, a strong market has resulted in \$1.4 million of additional tax increment revenue which has allowed for several amended line items

Project highlights are included below to indicate key changes (amounts do not add to total change because multiple project amounts have been adjusted in amounts both upward and downward as well). All changes are shown on line item adjustments in the attachments.

CENTRAL + \$928,900

- \$425,000 for the Main and Idaho Streets bike/pedestrian improvement are not possible in FY2018 due to currently adopted ACHD improvement plans for these streets therefore budgeted resources have been moved to 3 new potential Participation Program projects in the 8th Street area to allow these projects to occur before Central sunset in FY2018.
- \$300,000 was added to allow for painting the Capitol & Main parking garage at the same time as the private development which is occurring this summer, as well as, the design and construction of a secure bike storage area most likely in the 9th & Main Garage.
- \$133,000 new project funding to participate in a public art project at Main Street Station

RIVER MYRTLE + \$5,507,500

- \$5 million in property acquisition funding in FY 2018 was reallocated to South 8th Street improvements. The S. 8th Street Project will include parking, streetscapes, and a plaza
- \$500,000 added to FY 2019 for Downtown Mobility Infrastructure
- \$750,000 added to FY 2019 for Utility Line Undergrounding on 5th Street (Front to Main)
- \$100,000 added to FY 2019 for Utility and Conduit Line Installation on 15th Street

WESTSIDE + \$1,575,000

- \$2,100,000 of \$3,800,000 of planned parcel acquisition funds were used to purchase property at 421 South 10th Street for strategic redevelopment plans.
- The \$14.6M bond has been divided up into multiple line items with same total amount
- \$700,000 added to FY 2019 for Downtown Mobility Infrastructure

30TH STREET + \$250,100

- \$700,000 allocated in FY '21 and '22 for Planned Boise Sports Park Bond Payment
- \$540,000 allocated in FY '19 for Whittier School streetscape public improvements
- \$250,000 allocated in FY '19 for Adare Manor streetscape/infrastructure improvements
- \$250,000 allocated for Main/Fairview mobility Improvements
- \$150,000 allocated for mobility infrastructure

Staff Recommendation:

Approve CIP Amendment

Suggested Motion:

I move to approve the CIP Amendment as presented.

2018-2022 CIP Amendment Summary

	CENTRAL DISTRICT										
2018 Amendment											
	5-Year CIP Comparison										
		FY2018	FY2019	FY2020	FY2021	FY2022		TOTAL			
ORIGINAL	\$	4,866,800	N/A	N/A	N/A	N/A	\$	4,866,800			
AMENDED	\$	5,795,700	N/A	N/A	N/A	N/A	\$	5,795,700			
CHANGE	\$	928,900	N/A	N/A	N/A	N/A	\$	928,900			

RIVER-MYRTLE DISTRICT										
2018 Amendment										
	5-Year CIP Comparison									
	FY2018	FY2019	FY2020	FY2021	FY	2022		TOTAL		
ORIGINAL	\$ 19,789,200	\$ 6,907,600	\$ 6,332,200	\$ 5,837,200	\$7,	,403,200	\$	46,269,400		
AMENDED	\$ 10,726,200	\$ 21,403,100	\$ 7,407,200	\$ 5,837,200	\$6,	,403,200	\$	51,776,900		
CHANGE	\$ (9,063,000)	\$ 14,495,500	\$ 1,075,000	\$-	\$ (1,	,000,000)	\$	5,507,500		

WESTSIDE DISTRICT											
2018 Amendment											
5-Year CIP Comparison											
	FY2018		FY2019		FY2020		FY2021		FY2022		TOTAL
ORIGINAL	\$ 21,704,900	\$	3,037,100	\$	3,620,000	\$	2,395,000	\$	2,592,000	\$	33,349,000
AMENDED	\$ 22,004,900	\$ 3,712,100 \$ 3,620,000 \$ 2,595,000 \$ 2,992,000 \$ 34,92								34,924,000	
CHANGE	300,000		675,000		0		200,000		400,000		1,575,000

30TH STREET DISTRICT												
2018 Amendment												
	5-Year CIP Comparison											
		FY2018		FY2019		FY2020	l	FY2021		FY2022		TOTAL
ORIGINAL	ć	1.046.200	\$	520,000	Ś	540,000	Ś	550,000	\$	550.000	\$	3,206,200
URIGINAL	Ş	1,040,200	Ş	320,000	Ŷ	540,000	Ş	330,000	Ŷ	550,000	Ŷ	-,
AMENDED	\$ \$	226,300	\$	1,190,000	\$	400,000	\$	820,000	\$	820,000	\$	3,456,300

ALL DISTRICTS											
2018 Amendment											
	5-Year CIP Comparison										
	FY2018	FY2019	FY2020	FY2021		FY2022		TOTAL			
ORIGINAL	\$ 47,407,100	\$ 10,464,700	\$ 10,492,200	\$ 8,782,200	\$	10,545,200	\$	87,691,400			
AMENDED	\$ 38,753,100	\$ 26,305,200	\$ 11,427,200	\$ 9,252,200	\$	10,215,200	\$	95,952,900			
CHANGE	\$ (8,654,000)	\$ 15,840,500	\$ 935,000	\$ 470,000	\$	(330,000)	\$	8,261,500			

CCDC

ORIGINAL 5-YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2018-2022

EXCERPT

APPROVED AUGUST 29, 2017

CENTRAL DISTRICT PROJECTS



CENTRAL DISTRICT	FY2018	FY2019	FY2020	FY2021	FY2022	STATUS
Estimated Resources	\$4,866,800	N/A	N/A	N/A	N/A	
INFRASTRUCTURE						
1 176 Capitol Blvd - Business Interiors of Idaho - Type 1 Participation Program	150,000					Tentative
2 150 8th Street - Capitol Terrace - Type 1 Participation Program	150,000					Tentative
3 8th Street Streetscape Improvements - Main to Bannock	650,000					Designtated
4 Capitol Blvd. Streetscape Imp - east side, Front St to alley between Grove and Main St.	450,000					Designtated
5 Capitol Blvd. Streetscape Imp - east side, Idaho to Bannock	154,800					Designtated
6 Treegrates repair/replacement - district wide	150,000					Designtated
7 Paving, furnishings, misc. spot repair/replacement - district wide	169,500					Designtated
8 Loading Zone/Sidewalk Enhancement - @ 5 locations	125,000					Designtated
9 Idaho Street Pedestrian/Bike Improvements - North side, Capitol BLVD to 9th St	275,000					Designtated
MOBILITY						
10 Idaho Street Pedestrian/Bike Improvements - 9th - Capitol, see #9			DISTRIC	T CLOSED		Designated
11 Main Street Pedestrian/Bike Improvements - 9th - Capitol	150,000					Designated
12 Wayfinding Project Installation	151,500					Designated
13 Pedestrian Scramble - 8th and Main Intersection	100,000					Tentative
14 Pedestrian Scramble - 8th and Idaho Intersection	100,000					Tentative
15 Pedestrian Scramble - 8th and Bannock Intersection	100,000					Tentative
PLACEMAKING						
16 8th Street Retractable Event Bollards	100,000					Obligated
17 Alley Placemaking Project (8th to Capitol between Idaho and Bannock)	419,000					Obligated
18 City Hall Plaza Improvements	787,000					Obligated
19 City Hall Streetscapes West Side	655,000					Obligated
SPECIAL PROJECTS						
20 Protective Bollards at Capitol Blvd. & Front St.	30,000					Designated
Estimated Expenses	\$4,866,800					

Status Definitions

Obligated: projects for which a formal agreement has been approved and/or executed. This may include an awarded contract, executed task order, or participation agreement.

Designated: proposed projects for which there has been a board designation, an informal agreement, or demonstrated commitment. This includes things like City Hall Plaza, participation agreements in process, or interagency coordination (Fulton, Broad, State).

Tentative: includes important projects and efforts that are less well defined, or projects that are less time sensitive.

RIVER MYRTLE DISTRICT PROJECTS



RIVER MYRTLE DISTRICT	FY2018	FY2019	FY2020	FY2021	FY2022	STATUS
Estimated Resources	\$19,789,200	\$6,907,600	\$6,332,200	\$5,837,200	\$7,403,200	
ECONOMIC DEVELOPMENT						
1 1099 Front Street - JUMP and Simplot HQ - Type 3 Participation Program		875,000				Obligated
2 1150 Myrtle Street - Pioneer Crossing - Type 3 Participation Program		311,200	313,200	553,200	553,200	Obligated
3 401 5th Street - Fowler Apartment - Type 3 Participation Program	550,000					Obligated
4 410 Capitol Blvd Residence Inn Marriott - Type 2 Participation Program		360,000	360,000	156,000		Obligated
5 500 Capitol Blvd Inn at 500 Hotel - Type 2 Participation Program		269,500				Obligated
6 502 Front Street - Remnant Parcel - Type 5 Participation Program (Conveyance Costs)	5,000					Obligated
7 503 - 647 Ash Street - Ash Street Properties - Type 5 Participation Program (Land Development, Alley Purchase, Public Improvements)	40,000	318,000				Obligated
8 503 Idaho St 5th & Idaho Apartments - Type 2 Participation Program		156,000	156,000	53,000		Obligated
9 T5 Participation: Parcel Acquisition/Redevelopment	2,000,000				3,350,000	Tentative
NFRASTRUCTURE						
10 1420 Front Street - Verraso - Type 1 Participation Program	150,000					Obligated
11 535 15th Street - River Street Lofts - Type 1 Participation Program	150,000					Obligated
12 610 Julia Davis Drive - Idaho Historical Museum - Type 4 Participation Program	146,000					Obligated
13 6th Street Streetscapes, Main to Front St		600,000			950,000	Tentative
14 8th Street Improvements, State to Bannock (split with Westside District)		200,000				Designated
15 Bannock Street Improvements, 8th to Capitol Blvd, North side (split with Westside District)		400,000				Designated
16 Capitol Boulevard Streetscape, Boise River to Fulton St 2.5 blocks					950,000	Tentative
17 Front Street, Capitol Blvd. to 5th Street , North Side (Pending ITD Permission)		330,000				Tentative
18 Main Street, Capitol - 5th, South Side	150,000					Obligated
19 Myrtle Street, Capitol - 2nd, Both Sides (Pending ITD Permission)		610,000	493,000			Tentative
20 River Street Streetscapes, Ash to 12th St.	150,000					Tentative
21 Streetscape - Design Next Year's Projects	50,000	50,000	50,000	50,000	50,000	Tentative
22 Type 1 Participation Program Streetscape Reimbursements (Not yet awarded)	300,000	300,000	300,000	300,000	300,000	Tentative
IOBILITY						
23 Front & Myrtle Street Improvements: Enhanced Crosswalk Treatments Post Microsealing			200,000			Tentative
24 Front & Myrtle Street Improvements: Signalized Crossing at 10th & Front					200,000	Tentative
25 Front & Myrtle Street Improvements: Signalized Crossing at 12th & Front					200,000	Tentative
26 5th & 6th Street 2-Way Conversions; Front to Myrtle 50:50 Cost Share w/ ACHD		750,000				Tentative
27 Signalized Crossing at 5th & Myrtle	200,000					Designated
28 11th & Myrtle - Pioneer Corner Improvements - Type 4 Participation Program	125,000					Obligated
29 Downtown Circulator Preliminary Engineering	354,100	327,900				Designated
30 Idaho Street Pedestrian/Bike Improvements, Capitol Blvd - 2nd St.		150,000				Designate

...continued on page 20

RIVER MYRTLE DISTRICT PROJECTS CONTINUED



RIVER MYRTLE DISTRICT CONTINUED	FY2018	FY2019	FY2020	FY2021	FY2022	STATUS
MOBILITY						
31 Main Street Pedestrian/Bike Improvements, Capitol Blvd Broadway St.		150,000				Designated
32 Public Parking Supporting Julia Davis Park (see TBD parking garage)						Tentative
33 River Street Neigborhood Traffic Calming and 8th & River Bike/Ped Raised Intersection	200,000					Tentative
34 River Street Traffic Calming, Medians					650,000	Tentative
35 RM Parking Garage - Partial Ownership Property Acquisition	3,000,000					Tentative
36 401 5th Street - 5th & Broad Garage- Purchase 89 Public Parking Spaces (BOND)	2,590,000					Obligated
37 1150 Myrtle Street - 11th & Front Garage - Purchase of 250 Public Parking Spaces (BOND)	5,400,000					Obligated
38 Wayfinding Project Installation	770,100					Designated
39 VRT Transit Improvements	26,000					Obligated
PLACEMAKING						
40 8th Street Corridor Improvements Phase 1	359,000					Designated
41 8th Street Corridor Improvements Phase 2			1,200,000	300,000		Tentative
42 Broad Street, Capitol - 2nd, Street and Infrastructure Improvements	240,000					Obligated
43 CCDC Alley Program - between 5th and 6th, Myrtle to Broad			30,000	250,000		Tentative
44 CCDC Alley Program - between 8th and 9th, River to Fulton				25,000	200,000	Tentative
45 CCDC Alley Program - between 9th and 10th, Miller to Myrtle	15,000	150,000				Tentative
46 CCDC Alley Program - between Front and Grove, 11th to 12th	250,000					Designated
47 CCDC Alley Program - between Front and Grove, 15th to 16th		200,000				Tentative
48 CCDC Alley Program - between Grove and Main, 4th to 5th		25,000	250,000			Tentative
49 CCDC Alley Program - between Grove and Main, 5th to 6th		25,000	250,000			Tentative
50 CCDC Alley Program - between Grove and Main, 6th to Capitol	30,000	250,000				Designated
51 CCDC Alley Program - between Idaho and Bannock, 6th to Capitol			30,000	250,000		Tentative
52 CCDC Alley Program - between Main and Idaho, 3rd to 5th	250,000					Obligated
53 Downtown Urban Parks Plan / Development Catalyst TBD						Tentative
54 Grove Street Pedestrian Street Plan (16th to 10th) per ACHD/DBIP	75,000	100,000	2,700,000			Tentative
55 Grove Street Pedestrian Street Plan (6th to 3rd) per ACHD/DBIP	75,000			3,900,000		Tentative
56 Main Library Area Pre-Development Improvements	1,000,000					Designated
57 Pioneer Corridor Pathway Monument Signage	75,000					Designated
58 503 Idaho St 5th & Idaho Public Park and Undergrounding Utilities - Type 4 Participation	744,000					Designated
SPECIAL PROJECTS						
59 620 S 9th Street Phase II Site Remediation	240,000					Obligated
60 Hayman House Capital Projects	70,000					Designated
61 Traffic Box Art Wraps	10,000					Tentative
Total River Myrtle Estimated Expenses	\$19,789,200	\$6,907,600	\$6,332,200	\$5,837,200	\$7,403,200	

WESTSIDE DISTRICT PROJECTS



WESTSIDE DISTRICT	FY2018	FY2019	FY2020	FY2021	FY2022	STATUS
Estimated Resources	\$21,704,900	\$3,037,100	\$3,620,000	\$2,395,000	\$2,592,000	
ECONOMIC DEVELOPMENT						
1 Parking Garage + Mixed Use Catalyst Development, e.g. Public Market (BOND)	14,600,000					Tentative
2 1024 Bannock Street - Hyatt Place - Type 2 Participation Program		120,000	120,000	120,000	92,000	Obligated
3 918 Idaho Street - Athlos Acadamies - Type 3 Participation Program	750,000					Obligated
4 Type 5 Participation Program - Parcel Acquisition for Redevelopment	3,300,000			1,900,000	1,950,000	Tentative
INFRASTRUCTURE						
5 8th Street Streetscapes, State - Bannock, Both Sides (Split w RM)		400,000				Tentative
6 Bannock Street Streetscapes, 9th - Capitol (Split with RM)		500,000				Tentative
7 Design Upcoming Streetscape Projects	50,000	50,000	50,000	50,000	50,000	Tentative
8 Main Street Streetscapes, 13th - 14th, 1/2 block Streetscape Infill, NW corner	100,000					Designated
9 State Street Streetscapes, 16th - 8th, Both Sides (Joint Project w/ACHD)			450,000			Designated
10 Type 1 Participation Program Streetscape Reimbursements (Not yet awarded)	300,000	300,000	300,000	300,000	300,000	Tentative
MOBILITY						
11 Rightsizing per ACHD DBIP 15th & 16th Streets, Grove to Idaho		200,000				Tentative
12 Downtown Circulator Preliminary Engineering	234,400	217,100				Tentative
13 Idaho Street Pedestrian/Bike Improvements, 16th St - 9th St.		150,000				Designated
14 Main Street Pedestrian/Bike Improvements, 16th St. to 9th St.		150,000				Designated
15 Wayfinding Project Installation	110,500					Designated
PLACEMAKING						
16 Canal Daylighting / Development Catalyst		950,000				Tentative
17 CCDC Alley Program - Between Bannock and Jefferson, 8th to 9th				25,000	200,000	Tentative
18 Downtown Urban Parks Plan / Development Catalyst	2,000,000					Tentative
19 Grove Street Pedestrian Plazas, 16th - 10th			2,700,000			Tentative
20 Westside Public Space	250,000					Tentative
SPECIAL PROJECTS						
21 Traffic Box Art Wraps	10,000					
Estimated Expenses	\$21,704,900	\$3,037,100	\$3,620,000	\$2,395,000	\$2,592,000	

30TH STREET DISTRICT PROJECTS



30TH STREET DISTRICT FY	FY2018	FY2019	FY2020	FY2021	FY2022	STATUS
Estimated Resources	\$1,046,200	\$520,000	\$540,000	\$550,000	\$550,000	
ECONOMIC DEVELOPMENT						
1 Development Projects General	74,900	100,000	90,000	85,000	90,000	Tentative
2 Whitewater and Main - College of Western Idaho Boise Campus - Participation Type TBD						Tentative
3 Whitewater and Main - Mixed Use Development - Participation Type TBD						Tentative
4 27th & Fairview - Medical Office Development - Participation Type TBD						Tentative
5 24th & Fairview - Housing First Development - Participation Type TBD						Tentative
8 27th & Stewart - Whitewater Station - Participation Type TBD						Tentative
INFRASTRUCTURE						
7 3200 Moore Street - Sandhill Crane Apartments - Type 1 Participation Program	150,000					Designated
8 Capital Improvements General	595,000	420,000	450,000	465,000	460,000	Tentative
9 301 N 29th Street - Whittier School - Type 1 Participation Program						Tentative
10 Type 1 Participation Program Streetscape Reimbursements (Not yet awarded)	150,000					Tentative
MOBILITY						
11 Downtown Circulator Preliminary Engineering						Tentative
12 Main Fairview Improvements TBD						Tentative
13 Shared Parking and Transit Improvements (Park and Ride)						Tentative
14 Wayfinding Project Installation	61,300					Designated
PLACEMAKING						
15 Downtown Urban Parks Plan / Development Catalyst (TBD)						Tentative
SPECIAL PROJECTS						
16 Traffic Box Art Wraps	15,000					
Estimated Expenses	\$1,046,200	\$520,000	\$540,000	\$550,000	\$550,000	

CCDC

AMENDED 5-YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2018-2022

EXCERPT

PROPOSED MARCH 12, 201

2018-2022 Capital Improvement Plan Amendement Project Details Excerpt

	CENTRAL DISTRICT	<u>FY20</u>	18	<u>FY2019</u>	<u>FY2020</u>	<u>FY2021</u>	<u>FY2022</u>	<u>STATUS</u>
	Estimated Resources	\$ 5,7	95,700	N/A	N/A	N/A	N/A	
INFF	ASTRUCTURE				1 1			
1	176 Capitol Blvd - Business Interiors of Idaho - Type 1 Participation Program	120,0	00					Obligated
2	150 8th Street - Capitol Terrace - Type 1 Participation Program	150,0	00					Obligated
	222 8th Street - Diablo & Sons - Type 1 Participation Program	150,0	00		DISTRICT CLO	SED		Designated
4	801 Main Street - Retail Awnings - Type 1 Participation Program	150,0	00					Tentative
5	TBD Type 1 Participation Program Project	150,0	00					Tentative
6	Public Art Participation	50,00	00					Tentative
7	8th Street Streetscape Improvements - Main to Bannock	740,0	00					Designtated
8	Capitol Improvements- east side, Front to alley between Grove & Main, and Idaho to Bannock	1,148,	500					Designtated
9	Loading Zone/Sidewalk Enhancement, and misc. spot repair/replacement	550,0	00					Designtated
10	Newspaper Stand Consolidation	50,00	00					Designated
MOB	ILITY							
11	Downtown Secure Bike Parking Design and Construction	100,0	00					Designated
12	Capitol & Main Garage Painting	200,0	00					Tentative
13	Wayfinding Project Installation	151,5	00					Designated
14	Main Street Station/Capitol and Main Public Art / Enhancements	114,3	00					Tentative
PLA	CE MAKING							
15	8th Street Retractable Event Bollards	Included	l in #3					Obligated
16	Alley Place making Project (8th to Capitol between Idaho and Bannock)	570,0	00					Obligated
17	City Hall Plaza Improvements	716,4	00					Obligated
18	City Hall Streetscapes West Side	655,0	00					Obligated
SPE	CIAL PROJECTS							
19	Protective Bollards at Capitol Blvd. & Front St.	30,00	00					Designated
	Estimated Expenses	\$ 5,7	95,700					

	RIVER MYRTLE DISTRICT	FY2018	FY2019	FY2020	FY2021	FY2022	<u>STATUS</u>
	Estimated Resources	\$ 10,726,20	0 \$ 21,403,100	\$ 7,407,200	\$ 5,837,200	\$ 6,403,200	
ECO	NOMIC DEVELOPMENT						
1	1099 Front Street - JUMP and Simplot HQ - Type 3 Participation Program			875,000			Obligated
_	1150 Myrtle Street - Pioneer Crossing - Type 3 Participation Program		311,200	313,200	553,200	553,200	Obligated
3	401 5th Street - Fowler Apartment - Type 3 Participation Program	550,000					Obligated
4	410 Capitol Blvd Residence Inn Marriott - Type 2 Participation Program		360,000	360,000	156,000		Obligated
							-
5	500 Capitol Blvd Inn at 500 Hotel - Type 2 Participation Program	240,000	15,000				Obligated
6	502 Front Street - Remnant Parcel - Type 5 Participation Program (Conveyance Costs)	5,000					Obligated
7	503 Ash Street - Ash Street Properties, Alley Purchase, Streetscape, Infrastructure Improvements - T	40,000	318,000				Obligated
8	503 Idaho St 5th & Idaho Apartments - Type 2 Participation Program		156,000	156,000	53,000		Obligated
9	T5 Participation: Parcel Acquisition/Redevelopment					3,300,000	Tentative
INFF	ASTRUCTURE						
10	1420 Front Street - Verraso - Type 1 Participation Program	150,000					Obligated
11	535 15th Street - River Street Lofts - Type 1 Participation Program		150,000				Obligated
12	610 Julia Davis Drive - Idaho Historical Museum - Type 4 Participation Program	176,000					Obligated
13	6th Street Streetscapes, Main to Front St		600,000				Tentative
14	8th Street Improvements, State to Bannock (split with Westside District)		200,000				Designated
15	Bannock Street Improvements, 8th to Capitol Blvd, North side (split with Westside District)		400,000				Designated
16	Capitol Boulevard Streetscape, westside River St to Fulton and eastside .5 block Fulton to alley					950,000	Tentative
17	Front Street, Capitol Blvd. to 5th Street , North Side (Pending ITD Permission)		330,000				Tentative
18	Main Street, Capitol - 5th, South Side	150,000					Obligated
19	Myrtle Street, Capitol - 2nd, Both Sides (Pending ITD Permission)		610,000	493,000			Tentative
20	River Street Streetscapes, Ash to 12th St.	150,000					Tentative
21	Streetscape - Design Next Year's Projects	50,000	50,000	50,000	50,000	50,000	Tentative
22	122 5th Street - Shops at 5th - Type 1 Participation Program	150,000					Designated
23	Type 1 Participation Program Streetscape Reimbursements (Not yet awarded)	150,000	300,000	300,000	300,000	300,000	Tentative
24	15th Street Utility Undergrounding and Conduit		100,000				Designated
25	5th Street Utility Undergrounding Front to Main		500,000				Tentative
26	Newspaper Stand Consolidation	50,000					Tentative
27	South 8th Street Sitework (\$2.59M BOND) / Streetscapes		5,200,000				Designated
MOB	ILITY						-
27	Front & Mrytle Street Improvements: Enhanced Crosswalk Treatments Post Microsealing			200,000			Tentative
28	Front & Mrytle Street Improvements: Signalized Crossing at 10th & Front					200,000	Tentative
29	Front & Mrytle Street Improvements: Signalized Crossing at 12th & Front					200,000	Tentative
30	5th & 6th Street 2-Way Conversions Traffic Mitigation		250,000				Tentative
31	Signalized Crossing at 5th & Myrtle		200,000				Designated
32	11th & Myrtle - Pioneer Corner Improvements - Type 4 Participation Program	125,000					Obligated
33	Downtown Circulator Preliminary Engineering	354,100	327,900				Designated
36	Public Parking Supporting Julia Davis Park (see TBD parking garage)						Tentative
37	River Street Neigborhood Traffic Calming and 8th & River Bike/Ped Raised Intersection			200,000			Tentative
38	River Street Traffic Calming, Medians					650,000	Tentative
39	RM Parking Garage - Partial Ownership Property Acquisition						Tentative
40	1150 Myrtle Street - 11th & Front Garage - Purchase of 250 Public Parking Spaces (BOND)	5,200,000					Obligated

41 Wayfinding Project Installation	770,100					Designated
42 VRT Transit Improvements	26,000					Obligated
43 Downtown Mobility Infrastructure		500,000				Tentative
44 South 8th Street Parking and Mobility		6,800,000				Designated
PLACEMAKING						
45 8th Street Corridor Improvements Phase 1	359,000					Designated
46 8th Street Corridor Improvements Phase 2			1,200,000	300,000		Tentative
47 Broad Street, Capitol - 2nd, Street and Infrastructure Improvements	240,000					Obligated
48 CCDC Alley Program - between 5th and 6th, Myrtle to Broad			30,000	250,000		Tentative
49 CCDC Alley Program - between 8th and 9th, River to Fulton				25,000	200,000	Tentative
50 CCDC Alley Program - between 9th and 10th, Miller to Myrtle	15,000	150,000				Tentative
51 CCDC Alley Program - between Front and Grove, 15th to 16th		200,000				Tentative
52 CCDC Alley Program - between Grove and Main, 4th to 5th		25,000	250,000			Tentative
53 CCDC Alley Program - between Grove and Main, 5th to 6th		25,000	250,000			Tentative
54 CCDC Alley Program - between Grove and Main, 6th to Capitol	30,000	250,000				Designated
55 CCDC Alley Program - between Idaho and Bannock, 6th to Capitol			30,000	250,000		Tentative
56 CCDC Alley Program - between Main and Idaho, 3rd to 5th	250,000					Obligated
57 Downtown Urban Parks Plan / Development Catalyst TBD						Tentative
58 Grove Street Pedestrian Street Plan (16th to 10th) per ACHD/DBIP	75,000	75,000	2,700,000			Tentative
59 Grove Street Pedestrian Street Plan (6th to 3rd) per ACHD/DBIP	75,000			3,900,000		Tentative
60 South 8th Street Public Plaza		3,000,000				Designated
61 Pioneer Corridor Pathway Monument Signage	75,000					Designated
62 503 Idaho St 5th & Idaho Public Park and Undergrounding Utilities - Type 4 Participation	744,000					Designated
SPECIAL PROJECTS		l.				
63 620 S 9th Street Phase II Site Remediation	240,000					Obligated
64 Hayman House Capital Projects	277,000					Designated
65 Traffic Box Art Wraps	10,000					Tentative
Total River Myrtle Estimated Expenses	\$ 10,726,200	\$ 21,403,100	\$ 7,407,200	\$ 5,837,200	\$ 6,403,200	

	WESTSIDE DISTRICT	<u>FY2018</u>	<u>FY2019</u>	<u>FY2020</u>	FY2021	<u>FY2022</u>	<u>STATUS</u>
_	Estimated Resources	\$ 22,004,900	\$ 3,712,100	\$ 3,620,000	\$ 2,595,000	\$ 2,992,000	
ECO	NOMIC DEVELOPMENT						
1	Westside Public Parking Garage Partial Ownership Property Acquisition (BOND)	6,000,000					Tentative
2	Property Acquisition - Catalytic Development (BOND)	3,000,000					Tentative
3	1024 Bannock Street - Hyatt Place - Type 2 Participation Program		120,000	120,000	120,000	92,000	Obligated
4	918 Idaho Street - Athlos Acadamies - Type 3 Participation Program	750,000	-			-	Obligated
	Catalytic, Mixed Use Development - Parcel Acquisition for Redevelopment	1,700,000			2,100,000	2,350,000	Tentative
	10th & State - 421 N. 10th Street - Parcel Acquisition	2,100,000					Obligated
	10th & State Area - Catalytic, Mixed Use Dev. Parcel Acquisition, Public Parking (BOND) ASTRUCTURE	5,600,000					Tentative
	8th Street Streetscapes, State - Bannock, Both Sides (Split w RM)		400.000				Tentative
	Bannock Street Streetscapes, 9th - Capitol (Split with RM)		475.000				Tentative
	Design Upcoming Streetscapes, still Capitol (Split With Hill)	50,000	50,000	50,000	50,000	50,000	Tentative
	Main Street Streetscapes, 13th - 14th, 1/2 block Streetscape Infill, NW corner	100,000	30,000	30,000	30,000	30,000	Designated
	State Street Streetscapes, 16th - 8th, Both Sides (Joint Project w/ACHD)			450.000			Designated
	1005 Main Street - 10th & Main - Type 1 Participation Program	150,000		,			Obligated
14	Type 1 Participation Program Streetscape Reimbursements (Not yet awarded)	150,000	300,000	300,000	300,000	300,000	Tentative
	15th Street Utility Undergrounding and Conduit		300,000			-	Designated
16	Newspaper Stand Consolidation	50,000					Tentative
MOB	ILITY						
17	Rightsizing per ACHD DBIP 15th & 16th Streets, Grove to Idaho		200,000				Tentative
	Downtown Circulator Preliminary Engineering	234,400	217,100				Tentative
	Wayfinding Project Installation	110,500					Designated
20	Downtown Mobility Infrastructure		700,000				
	CEMAKING						
	Development Catalyst / Placemaking Project, i.e. canal daylighting		950,000				Tentative
22	CCDC Alley Program - Between Bannock and Jefferson, 8th to 9th				25,000	200,000	Tentative
	Downtown Urban Parks Plan / Development Catalyst	2,000,000					Tentative
24	Grove Street Pedestrian Plazas, 16th - 10th			2,700,000			Tentative
SPE	CIAL PROJECTS						
25	Traffic Box Art Wraps	10,000					Designated
	Estimated Expenses	\$ 22,004,900	\$ 3,712,100	\$ 3,620,000	\$ 2,595,000	\$ 2,992,000	

30TH STREET DISTRICT FY	FY2018	<u>FY2019</u>	<u>FY2020</u>	<u>FY2021</u>	<u>FY2022</u>	<u>STATUS</u>
Estimated Resources	\$ 226,300	\$ 1,190,000	\$ 400,000	\$ 820,000	\$ 820,000	
ECONOMIC DEVELOPMENT						
1 Whitewater and Main - Sports Park (Total \$9.1 million through 2033)				700,000	700,000	Tentative
2 Whitewater and Main - College of Western Idaho Boise Campus - Participation Type TBD						Tentative
3 Whitewater and Main - Mixed Use Development - Participation Type TBD						Tentative
4 27th & Fairview - Medical Office Development - Participation Type TBD						Tentative
5 24th & Fairview - Adare Manor - Type 2 Participation Program				120,000	120,000	Obligated
6 24th & Fairview - Adare Manor - Type 4 Participation Program		250,000				Obligated
7 27th & Stewart - Whitewater Station - Participation Type TBD						Tentative
INFRASTRUCTURE						
8 301 N 29th Street - Whittier School - Type 4 Participation Program		540,000				Designated
9 2200 Fairview - New Path Community Housing - Type 1 Participation Program	150,000					Obligated
10 Connectivity Improvements			400,000			Tentative
MOBILITY						
11 Downtown Circulator Preliminary Engineering						Tentative
12 Main Fairview Improvements, Transit Islands, Etc		250,000				Tentative
13 Downtown Mobility Infrastructure		150,000				Tentative
14 Wayfinding Project Installation	61,300					Designated
PLACEMAKING						
15 Downtown Urban Parks Plan / Development Catalyst (TBD)						Tentative
SPECIAL PROJECTS						
16 Traffic Box Art Wraps	15,000					Tentative
Estimated Expenses	\$ 226,300	\$ 1,190,000	\$ 400,000	\$ 820,000	\$ 820,000	



AGENDA BILL

Agenda Subject: Capitol & Front Garage Dispo Process and Request for Prop	Date: March 12, 2018						
Staff Contact: Attachments:							
Laura Williams and Todd 1) Garage Site							
Bunderson	2) Garage Photos						
	3) Proposed RFP						
	4) Parking Property Advisors	Consultant Letter					
Action Requested:							
Authorize the Executive Director to finalize the Capitol & Front Garage Request for Proposals, and publish the REP using the process as outlined.							

and publish the RFP using the process as outlined.

Background:

CCDC currently owns six garages that make up the structured parking in the ParkBOI system. The Capitol & Front garage (formerly, Boulevard Garage) is located underground on the southeast corner of The Grove Plaza. The Grove Hotel and Century Link Arena are directly above. The garage has 207 functional spaces and was built as part of a 1996 Development Agreement with Block 22, LLC. The hotel and arena were built in conjunction with CCDC's public parking component, and CCDC purchased the garage from Block 22 in 1998 for the cost of construction, approximately \$5.3 million.

The garage has several use agreements with Block 22, LLC which dictate some of the operation. Along with public parking The Grove Hotel uses the garage for its guests valet and self-parking. Additionally, Boulevard Two Fifty Five condominiums, located on the upper levels of building, have an existing lease agreement for 21 spaces for the condominium owners. Lastly, CCDC offers Century Link Arena special-rate event parking for their season ticket holders. These operations are listed in existing Lease Agreements and the Operation, Maintenance, and Management Agreement with Block 22, LLC and would have to be taken into account by any future owner per that same agreement.

In an effort to keep spaces available for hotel guests and event goers, CCDC does not assign its typical oversell ratio to monthly passes in the Capitol & Front garage. Also, the Grove Hotel pays CCDC for its guests who valet or validate parking through the hotel at a rate that is at nearly half the market rate the agency charges for a daily maximum at the other ParkBOI garages (\$8 for The Grove Hotel, and \$15 for other garages). It has also been reported that hotel staff often closes the garage to hotel guests only, on nights of high occupancy.

The tandem parking spaces also present an operational challenge, and currently the hotel uses the triple stack spaces (approx. 40 spaces) to valet park. The double stack spaces (approx. 30) are sold at a discounted monthly rate.

This operational arrangement has come with its challenges for CCDC, and the Capitol & Front Garage produces the least amount of net revenue out of any garage in the ParkBOI system. In total the garage accounts for only 5% of the system revenue and the revenue per space is \$974 annually compared to the system average of \$1,869.

From an economic development perspective, CCDC has achieved many goals through ownership of the garage, most importantly of which is the development project that has become a cornerstone of downtown. The Grove Hotel was the city's first luxury hotel that caters to convention travelers, and upscale consultants and visitors. The arena has brought thousands to downtown to see sporting and entertainment events. Overall, CCDC is extremely pleased with the outcome of the overall project and sees a great amount of success in the partnership.

However, regarding the parking now is the right time to consider divesting from an underperforming but high-demand parking asset, the revenue from which can be used to fund other redevelopment projects in need of urban renewal funding.

Garage Value

In January 2018, CCDC hired a nationally recognized parking consultant and appraisal company, Parking Property Advisors, to determine a market value for the garage. The consultant reviewed sales comparisons and evaluated market considerations and concluded the market value to be \$6.8 million. Staff recommends using \$6.8 million as a minimum bid amount in the Request for Proposals. Consultant letter attached (attachment 4).

Kimley Horn, a national parking design and engineering consulting firm, determined current replacement costs at \$11,300,000 for a subterranean garage of a similar size and type built in downtown Boise, but because the garage is nearly 20 years old, depreciation must also be taken into account. Staff has also received an income-based appraisal for the garage for \$3,850,000. Due to the restricted uses and operational challenges of the facility the traditional income based appraisal approach does not accurately represent the asset's true value in use.

Disposition Process

This garage was built as part of a development agreement, which did not include a provision for resale to the original development entity unlike some other projects. As such, CCDC must follow a public disposition process per state statute. This disposition proposed is slightly different from other property disposition processes CCDC has previously undertaken because this property has already been fully redeveloped. Agency counsel has advised that CCDC can follow the typical processes set forth in state statute (such as auction Idaho Code 50-2011) or, because the property has already been developed, can consider an alternative competitive process. Staff recommend the alternative process.

Staff recommends using a competitive Request for Proposals selection process with a pre-determined minimum bid value. This process should ensure that a future owner will have a positive impact on the garage operations both the benefit of the users, will not harm downtown Boise's economy, and will give the Board authority to choose an appropriate buyer for the asset. The process will be similar to many of our past RFPs, but will be focused more on the impact of a sale rather than future development goals.

A sub-committee of Board Commissioners will meet at least once to review the proposals facts and findings. Staff and sub-committee plan to present findings at May 14 Board meeting.

Capitol & Front Garage Request for Proposal (RFP) Overview

- A. Minimum bid price: \$6.8 million
- B. CCDCs Selection Criteria:
 - 1. How the proposed use of the Garage will impact the current users of the Garage;
 - 2. How the proposed use will help advance economic vitality in downtown Boise;
 - 3. The Proposer's Parking Management Plan including how well the proposed use takes into account the parking needs of adjacent public and private development and the existing lease arrangements with The Grove Hotel;
 - 4. The Proposer's experience with and understanding of the downtown Boise business community and experience working with the public and private sectors in Boise;
 - 5. The Proposer's experience in operating or owning a parking structure and demonstrated ability to do so in a safe and secure manner;
 - 6. The Proposer's willingness to purchase the Garage for an amount that exceeds the stated minimum purchase price.
 - 7. The Proposer's ability to purchase in terms of financial capacity (with or without investors or lenders). Documentation of Proposer's financial capacity and/or commitment letters from lenders are indications of proof of financial capability; and
 - 8. Proposer's ability to close in a timely manner;

TENTATIVE Disposition Timeline

- March 12 Board Review / Approve Process and RFP
- March Finalize RFP with comments from Board
- April Publish RFP and notice at least twice
- May 1 Proposals Due
- May 8 Executive Committee Review
- May 14 Board Awards Proposal
- 90 120 Day Due Diligence
- September Closing

Restrictions of Use on the Capitol & Front Garage

- 1. Subject to the terms of the Agreement Of Operation, Maintenance, and Management of the Block 22 Public Parking Facility
 - a. A provision in this agreement requires that any sale of the Garage "include an appropriate covenant that will require the garage to be operated in compliance with the Agency's Public Parking Management Plan." Specifically, the overnight validation program and event parking provisions.
- 2. Subject to the terms of the Parking Lease Agreement between CCDC and Block 22, LLC, and Boulevard Two Fifty Five Condominiums.
 - a. Spaces made available to Hotel guests not specified, in practice it is the 40 triple stack tandem spaces
 - b. 21 Spaces leased to Condo Owners

c. Storage lockers leased to Condo owners

Fiscal Notes:

There is money in the budget for legal fees associated with the disposition of Capitol & Front Garage. Staff intends to close on the sale not later than the end of this fiscal year. The parking net income to the system will be reduced by approximately \$200,000 a year, about 5% of the ParkBOI system revenue.

The sale of the garage as proposed would produce at least \$6.8 million. CCDC intends to use the revenue from the sale to invest in a new parking facility in the River Myrtle District most likely in the south 8th Street area.

A bond was originally issued to pay for the acquisition of this parking garage. This bond has been paid for in full and no debt service remains; however, the garage revenue is cross-collateralized as part of the public parking system pledged for other bond payments on other parking garages in the system. The bond covenants set out the requirements for disposition of any parking facility in the system. Because the revenue generated by this garage is not a substantial portion of the total system revenue, the dispensation of this garage complies with the bond covenants.

Staff Recommendation:

Authorize the Executive Director to finalize the Capitol & Front Garage Request for Proposals, and publish the RFP using the process as outlined.

Suggested Motion:

Authorize the Executive Director to finalize the Capitol & Front Garage Request for Proposals, and publish the RFP using the process as outlined.

Attachment 1: Garage Site



Attachment 2: Garage Photos



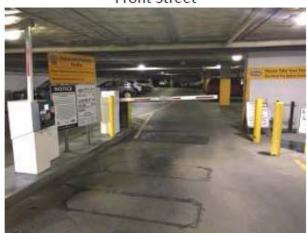
Subject entry off of Capitol Blvd



Street scene looking along Front Street



Entry Ramp



Subject entry with rates



View toward former attendant booth near entry



Central hotel elevator lobby view



Interior core parking space view



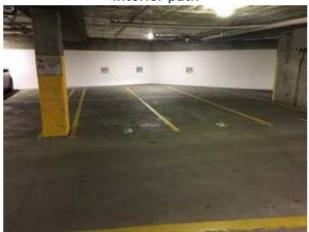
Interior view



Interior path



Interior ceiling view



Front tandem parking view



Valet tandem view

Attachment 3: Request for Proposals Draft



REQUEST FOR PROPOSALS FROM INTERESTED BUYERS

CAPITOL & FRONT PUBLIC PARKING GARAGE (216 UNDERGROUND PARKING SPACES) BOISE, IDAHO

Minimum Purchase Price: \$6,800,000

DUE FRIDAY MAY 1st, 3:00 PM BOISE TIME

INVITATION

Capital City Development Corporation (CCDC) is requesting proposals from interested Buyers for the purchase of its Capitol & Front Public Parking Garage, formerly known as the Boulevard Public Parking Garage ("Garage"). The Garage is located on west side of Capitol Boulevard between Main and Front streets in Downtown Boise, below The Grove Hotel, a 17-story mixed use building containing 250 hotel rooms below 20 residential condominiums. The Garage is a unit in the Block Twenty-Two Condominiums established in 1998. CenturyLink Arena, an approximately 6,000 seat multi-use arena and home to the Idaho Steelheads hockey team, is another condominium unit attached to The Grove Hotel building and facing The Grove Plaza. The Garage along with The Grove Hotel were completed in 1994 pursuant to a Disposition and Development Agreement between CCDC and Block 22, LLC. Responses to this Request for Proposals from Interested Buyers (the "Request") is due on the Proposal Due Date listed below.

PROPOSALS DUE BY: TUESDAY MAY 1st, 3:00 pm Boise time

I. ABOUT CCDC

CCDC is the urban renewal agency for Boise, Idaho. In addition to overseeing four urban renewal districts, CCDC also owns and operates six downtown public parking garages with two additional partially public garages under construction. Since 1985 CCDC has focused on creating a lively, pedestrian-oriented, mixed-use urban center in downtown that includes office, retail, restaurants, lodging, convention facilities, regional health care, and educational, cultural and entertainment opportunities.

A seven-member Board of Commissioners governs CCDC. The Boise City Mayor appoints the commissioners, subject to City Council confirmation. John Brunelle is CCDC's Executive Director. More information about CCDC is available at <u>www.ccdcboise.com</u>.

II. SUMMARY AND SITE INFORMATION

- A. <u>MINIMUM PURCHASE PRICE: SIX MILLION EIGHT HUNDRED THOUSAND</u> Dollars (\$ 6,800,000)
- B. LOCATION: 245 S. CAPITOL BOULEVARD, BOISE, ID 83702

The garage is a single condominium owned by CCDC within the Block Twenty Two Condominiums located in the heart of Downtown Boise. It is subterranean and is accessed by a single entrance ramp on the western side of Capitol Boulevard between Front and Main Streets. A portion of the Garage is below one quadrant of the Grove Plaza, adjacent to or in close proximity to various downtown amenities, including The Grove Hotel (17 stories with 250 hotel rooms and 20 residential condominiums), US Bank Plaza (19-story office), Wells Fargo Center (11 story office) and Boise Centre (which includes a recently expanded and renovated convention center) and the Basque Block. The Garage includes 207 spaces of which 70 are triple stacked or tandem. The triple stacked spaces have historically been used as valet for The Grove Hotel.

Address	245 S. Capitol Boulevard, Boise, ID 83702						
Ownership	Capital City Development Corporation						
Legal/Tax ID	Condominium Unit 4 as shown on the Condominium plat of Block Twenty Two Condominiums, according to the official plat thereof, filed in Book 75 of Plats at pages 7829 through 7841, as Instrument No. 98015003, and as defined and described in that condominium declaration for Block Twenty Two Condominiums recorded February 20, 1998, as Instrument No. 98015004, official records of Ada County, Idaho. RO998100500						
Zoning and	C-5DDC, Parking Garage Subterranean with 207 public parking spaces						
Current Use	existing.						



Any sale of the Garage is subject to the terms of the *Agreement Relating to the Operation, Maintenance, and Management of the Block 22 Public Parking Facility*, executed in 1998 (the "Parking Agreement") and the *Parking Lease Agreement between the Agency and Block 22, LLC, and the Boulevard Two Fifty Five Condominium Association, Inc.* (the "Parking Lease"). Copies of the Parking Agreement and the Parking Lease are available on CCDC's website. Hard copies are available upon request at the cost of the requesting party.

Restrictions of Use on the Capitol & Front Garage

- 1. Subject to the terms of the Agreement Of Operation, Maintenance, and Management of the Block 22 Public Parking Facility
 - a. A provision in this agreement requires that any sale of the Garage "include an appropriate covenant that will require the garage to be operated in compliance with the Agency's Public Parking Management Plan." Specifically, the overnight validation program and event parking provisions.
- 2. Subject to the terms of the Parking Lease Agreement between CCDC and Block 22, LLC, and Boulevard Two Fifty Five Condominiums.
 - a. Spaces made available to Hotel guests not specified, in practice it is the 40 triple stack tandem spaces
 - b. 21 Spaces leased to Condo Owners
 - c. Storage lockers leased to Condo owners

III. PROPOSAL MINIMUM REQUIREMENTS AND PRIORITIES

All proposals must include a completed Submittal Form, which is Exhibit 2 to this Request for Interested Buyers. All information requested must be provided. At the discretion of CCDC staff the Respondent may have up to 24 hours to provide additional information as requested by CCDC staff. All requests for additional information will be made in writing by CCDC staff.

1. Acknowledgement & Release

a. REQUIREMENT: The Acknowledgement & Release is Exhibit 1 and must be completed and signed.

2. Submittal Form

- a. REQUIREMENT: Submittal Form (Exhibit 2) and must be completed.
- 3. Confirm Purchase Price. The Minimum Purchase Price is \$6,800,000.
 - a. REQUIREMENT: Proposals must clearly state the proposed purchase price, which may exceed the above stated minimum price.
 - b. If the minimum purchase price is not met the proposal may not be accepted.

4. Closing Schedule

- a. REQUIREMENT: Please describe when expected purchase closing could be completed and the length of any proposed due diligence period.
- 5. Selection Criteria: CCDC will evaluate the proposals based on the following criteria:
 - a. How the proposed use of the Garage impact the current uses of the Garage;
 - b. How the proposed use will help advance economic vitality in the downtown Boise area;
 - c. The Proposer's Parking Management Plan including how well the proposed use takes into account the parking needs of adjacent public and private development and the existing lease arrangements with The Grove Hotel;
 - d. The Proposer's experience with and understanding of the downtown Boise business community and experience working with the public and private sectors in Boise;
 - e. The Proposer's experience in operating or owning a parking structure and demonstrated ability to do so in a safe and secure manner;

- f. The Proposer's willingness to purchase the Garage for an amount that exceeds the stated minimum purchase price.
- g. The Proposer's ability to purchase in terms of financial capacity (with or without investors or lenders).Documentation of Proposer's financial capacity and/or commitment letters from lenders are indications of proof of financial capability; and
- h. Proposer's ability to close in a timely manner;

6. Broker

a. CCDC will not be using a broker and will not be responsible for any Brokerage fees incurred by any party.

7. Buyer Information - REQUIRED

- a. Identify the primary contact person for the Buyer.
- b. Include three professional references for the Buyer.

8. Discretion of CCDC.

c. CCDC retains the discretion to consider the Proposals and select the Proposal that will best serve the city of Boise, as determined by CCDC.

SUBMISSION DEADLINE: MAY 1st, 3:00 pm Boise time.

All proposals must be *received* by the submission deadline. Proposals must be submitted to CCDC on a flash drive or hard copy. Submit proposals to:

Capital City Development Corporation 121 N. 9th Street, Suite 501 Boise, ID 83702 208-384-4264 Attention: Mary Watson

IV. SELECTION PROCESS

CCDC envisions a three-step process for selection of a developer/project team for the project site.

1. Request for Proposals

This Request will be noticed in the *Idaho Statesman* newspaper, posted on the CCDC website and distributed to known and interested parties. Proposals must be received by **May 1st, 3:00 pm**, Boise time.

Proposals will not be accepted after the Submission Deadline.

2. Evaluation and Award of Proposals

A subcommittee of Board members will meet to review the proposals. Proposals will be considered by CCDC Board of Commissioners at a regularly scheduled board meeting. Respondents may have an opportunity to present their proposals to the CCDC Board.

Step 3. Purchase and Sale Agreement

Upon selection of a proposal by the CCDC Board, staff will negotiate a Purchase and Sale Agreement (PSA) with the Purchaser.

V. REQUEST CONTACT INFORMATION

VI. PUBLIC NATURE OF SUBMISSIONS

This Request for Proposals is a public process therefore information and materials collected under the Request are public records. The information received by CCDC may be subject to disclosure under the Idaho Public Records Act (Idaho Code, Title 74, Chapter 1). With the potential exception of some credit data, it is anticipated that submissions to this RFP will contain little or no material that is exempt from disclosure under the Idaho Public Records Act. Respondents are advised to discuss questions regarding the applicability of the Public Records Law with their own legal counsel PRIOR TO SUBMISSION. CCDC will not provide any opinion or guidance on whether or not any information or materials submitted in response to this Request would be considered exempt from disclosure under Idaho's Public Records Act. Any proprietary or otherwise sensitive information contained in or with any proposals may be subject to potential disclosure.

Respondents, in replying to this Request agree to release and hold CCDC harmless from any and all liability for disclosing any material or documents included in any proposals submitted to CCDC.

VII. CCDC DISCRETION AND AUTHORITY, DISCLAIMERS

CCDC may terminate this RFP process at any time for any reason with no requirement to disclose its reasoning.

CCDC also reserves the right to reject any proposal at any time, or to terminate any negotiations initiated subsequent to this RFP being issued.

CCDC may change any part of this RFP process at any time for any reason.

CCDC may accept such proposals as it deems to be in the public interest and furtherance of the purposes of the Idaho Urban Renewal Law, the River Myrtle-Old Boise Urban Renewal Plan. CCDC may also reject any or all proposals and proceed with additional selection processes or none at all. The CCDC Board of Commissioners will determine the proposal most qualified to meet the priorities set forth in this Request from the information submitted in the responses and any follow up presentations.

The issuance of this Request for Proposals and the receipt and evaluation of proposals does not obligate the CCDC to select a proposal and/or enter into any agreement. A proposal submitted in response to this RFP does not constitute business terms under any eventual agreement. CCDC will not pay any costs incurred in responding to this RFP.

VIII. <u>EXHIBITS</u>

- 1. Acknowledgment & Release (Required)
- 2. Submittal Form (Required)
- 3. Site Maps
- 4. Condominium Declarations
- 5. Existing Leases/ Agreements known to CCDC
- 6. Contact information for Block Twenty-Two Condominiums



Exhibit 1

Acknowledgment & Release

The undersigned ("Respondent"), on behalf of Respondent and all participants and parties included or subsequently added in/to Respondent's development team, has read this Acknowledgment and Release and fully accepts the Capital City Development Corporation's ("CCDC") discretion and non-liability as stipulated herein, expressly for, but not limited to, CCDC's decision to proceed with a selection process by issuing the Request for Proposals from Interested Buyers for the sale of the Capitol & Front Public Parking Garage (the "Request"). Capitalized terms not defined herein shall have the meaning ascribed in the Request.

Respondent accepts and agrees to the terms and conditions as described or as may be modified as well as the following:

- 1. CCDC reserves the right in its sole discretion and judgment, for whatever reasons it deems appropriate and at any time:
 - a. To suspend or modify any part of the selection process or terminate the Request at any time for any reason with no financial or other obligation to Respondent.
 - b. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to the Request and to ascertain the depth of Respondent's capability and desire to purchase the Capitol & Front Public Parking Garage;
 - c. Waive any formalities or defects as to form, procedure, or content with respect to its Request and any proposal by any respondent;
 - d. Accept or reject any proposal or part thereof received in response to the Request, including any statement submitted by the undersigned, or select any one proposal over another;
 - e. Accept or reject all or any part of any materials, plans, proposals or statements included in a proposal, including, but not limited to, the nature and type of proposal.
 - CCDC is governed by Idaho Code as provided by Title 50, Chapter 20, and Title 50, Chapter 29 and other state and federal regulations that may apply, and Respondent acknowledges that the Request selection process and any assistance in the sale of the Capitol & Front Public Parking Garage from CCDC must conform to all applicable laws, rules and regulations.
- CCDC may, in its discretion, conduct public hearings during the Request selection process that would require disclosure of the Respondent's proposal and related details to the public and the media.
- 4. CCDC may accept or reject any proposal or statement and/or information received in response to the Request, including any proposal, statement, or information submitted by the undersigned, or select one developer over another.

- 5. Respondent understands that by responding to the Request, its proposal may be subject to review and comment by CCDC staff and consultants.
- 6. Respondent agrees to waive any formalities or defects as to form, procedure, or content with respect to the Request and any responses by any respondent thereto.
- 7. Respondent consents to the acquisition of information by CCDC in conjunction with this Request, and waives all claims, and releases CCDC from any liability in the acquisition of this information and use of this information.
- 8. Respondent agrees that CCDC staff, officers or commissioners shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decisions made at the discretion of CCDC with respect to the Request.
 - 9. Non-Liability of CCDC. Respondent agrees that CCDC shall not have any liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above. Respondent hereby waives any claims against CCDC arising out of the selection of the Respondent to purchase the Capitol & Front Public Parking Garage or decision to not select any Respondent and to terminate this RFP process.
- 10. Respondent, including all of its team members, have carefully and thoroughly reviewed the Request and have found the Request and all attachments thereto to be complete and free from ambiguities and sufficient for their intended purpose.
- 11. Respondent participates in the Request process at its own risk.

Ву:_____

Its:_____

Date:_____

Exhibit 2

Submittal Form

Date:

1.	Buyer Information:	
	Buyer Name:	
	Buyer Address:	
	Street:	
	City, State: :	Zip Code:
	Buyer Phone Number :	
	Alternative Phone:	
	Buyer Email:	

- 2. General information (Responses to be provided on a separate sheet not to exceed ten (10) pages). Please provide a response to each of the Selection Criteria Questions.
 - a. How will your proposal for Garage use impact the current users of the Garage?
 - b. How will your proposal for Garage use help advance economic vitality in downtown Boise?
 - c. Submit a proposed Parking Management Plan including how the proposal will take into account the parking needs of adjacent public and private development and the existing lease arrangements with The Grove Hotel.
 - d. Describe your experience with and understanding of the downtown Boise business community and experience working with the public and private sectors in Boise.
 - e. Describe your experience in operating or owning a parking structure and demonstrated ability to do so in a safe and secure manner.
 - f. Describe your ability to purchase in terms of financial capacity (with or without investors or lenders). Including documentation of Proposer's financial capacity and/or commitment letters from lenders are indications of proof of financial capability.
 - g. When would you be willing and able to close on the Garage sale?

3. Proposed Financial Terms:

Purchase Price :	(words)
	(numbers)
Initial Deposit Money (to be deposited within 5 business days of C acceptance and will go towards purchase price):	CDCs
(words) (numbers)	
Describe Buyers financial capacity and ability to finance with invest lenders:	stors and/or

- 4. Other Terms:
 - a. Earliest proposed closing date:
 - b. If earliest proposed closing date is not prior to September 30, 2018, provide an explanation as to why closing could not occur prior to September 30, 2018.

Requested Title Company and Officer:	
Signature Block:	
Ву:	
Its:	

Attachment 4: Parking Property Advisors Consultant Letter

Parking Property Advisors, LLC

4915 Rattlesnake Hammock Rd., Suite 107 Naples, FL 34113

February 17, 2018

Capital City Development Corporation ("CCDC") John Brunelle, Executive Director 121 N. 9th Street, Suite 501 Boise, ID 83702 C 770 289 4500

Ted Anglyn President tanglyn@parkingproperty.net

SUBJECT: Capitol & Front Garage 245 S Capitol Boulevard Boise, Ada County, Idaho 83702

Dear Mr. Brunelle:

Parking Property Advisors ("PPA")/Anglyn Property Advisors ("APA") has appraised and consulted on parking garages nationwide for 11 years. CCDC obtained my services to assess the market value of the Capitol & Front Garage in downtown Boise.

The purpose of this consulting letter is to address three issues:

- 1. Use or Investment Value.
- 2. Cost Considerations.
- 3. Market Premium Considerations.

A significant issue that CCDC should study is the "Use" or "Investment" value a developer or a specific user or users would have to consider for any nearby development that would provide parking spaces in the vicinity of this particular property. Stated differently, this particular parking structure appears to currently strategically provide parking for both the Grove Hotel and the 255 Boulevard Condominiums. In the event the garage were sold to a third party user that party may eventually elect to not provide a reasonable parking arrangement for these users. In turn, the Grove Hotel and the 255 Boulevard Condominium occupants may be compromised to find near or proximate parking. Due to the current agreement/lease, this situation may not arise for some time. However, certain users often want full control of the parking facilities they use.

PPA is aware of two such garages that transacted to adjacent users in 2017. These two garages sold for a significant premium to historic prices in their respective markets to adjacent users. These sales are depicted as follows:

ADDITIONAL SALES COMPARISON DISCUSSION					
	Subject	Comparable 1	Comparable 2		
Property Name	Capitol & Front	EZ Park	Manger Garage		
Address	245 S Capitol Blvd	300 Caroldelet St.	115 E Congress St		
City	Boise	New Orleans	Savannah		
County/Parish	Ada	Orleans	Chatham		
State	Idaho	Louisiana	Georgia		
Sale Date		6/26/2017	5/1/2017		
Effective Sale Price		\$27,551,000	\$20,100,000		
Number of Spaces	207	529	399		
Year Built	1998	2006	1974		
Year Renovated					
Price per Space		\$52,081	\$50,376		

The first garage is located in New Orleans and was purchased by the adjacent office owner for a premium. The second garage is located in Savannah, Georgia and was purchased by an adjacent hotel owner for a significant premium with plans to add additional parking to this structure.

Second Issue – Cost Considerations

A significant issue with the subject property is that this garage represents a subterranean garage in a prime CBD location. Typical cost manuals available to most appraisers, (e.g. Marshall & Swift), are hard to compare to a subterranean garage.

PPA has been provided a February 2, 2018 Opinion of Probable Cost – One Level Subterranean Garage report prepared by Kimley-Horn. Kimley-Horn is a respected National parking garage consulting firm. Reviewing the costs to complete provides an alternative cost type analysis to provide a replacement type property. The replacement type cost analysis is of a hypothetical 207 space garage without design issues associated with tandem and other design/layout issues confronted by this garage. This type analysis does provide a cost estimate for what someone in a densely developed location would have to consider in the event a nearby, proximate surface lot were not available as an alternative type parking facility. Following is the replacement cost analysis summary provided by Kimley-Horn, modified to reflect depreciation on an age-life method for this 20 year old garage. NOTE: the typical useful life for these type garages is commonly referenced as 50 years. The specific details are attached to this consulting letter.

Concept L	evel Opini	on of Probab	le Project Cost		
			Cost	Cost PSF	Cost/Space
Construction Cost			\$9,064,000	\$111.90	\$43,787
Owner Soft Cost	25%		<u>\$2,266,000</u>		<u>\$10,947</u>
Total Project Cost			\$11,330,000		\$54,734
Estimated Age		20			
Estimated Useful Lif	Estimated Useful Life				
Percent Depreciated		40%	\$4,532,000		
Depreciated Cost Ne	ew.		\$6,798,000		
Contributory Value of Stie			0		
Indicated Hypotheti	cal Depreci	ated Cost	\$6,798,000		

NOTE: due to the subterranean nature of the property, no specific site value was assigned; however, applying the same reported \$60 psf unitary value applied in 2015 when used to purchase encroachments, easements and air rights for the Grove Plaza and Boise Centre development would provide an imputed site value for the garage. The specific allocation would have to be on a prorate share of the garage area to the total.

Market Considerations

Parking assets in the Boise (and Idaho) market represent desirable investments. Three properties that have transacted in the past 15 months from the Idaho Department of Lands reflect substantial premiums to their respective appraised market value. These three properties with the corresponding appraised values are summarized as follows:

	Subject	Comparable 1	Comparable 2	Comparable 3
Property Name	Capitol & Front		Multiple	Lincoln Road Lot
Address	245 S Capitol Blvd	Multiple	816 - 826 Bannock St	961 E. Lincon Rd
Property Type		Three Surface Lots	Comm./20 spaces	Parking w/excess land
City	Boise	Boise	Boise	Idaho Falls
County	Ada	Ada	Ada	Bonneville
State	Idaho	Idaho	Idaho	Idaho
Sale Date		12/6/2017	12/1/2016	12/1/2016
Number of Spaces	207	58	20	
Effective Sale Price		\$1,637,700	\$6,575,000	\$330,000
Appraised Value	\$3,850,000	\$920,000	\$4,545,000	\$220,000
Sale Price/Appraised Value		78%	45%	50%

While the subject (improved with structures above) does not have the same alternative highest and best use, likely a premium would be reflected in an auction type environment based on the previous three comparable transactions.

Recommendation

In the event that the CCDC desires to dispose of the Capitol & Front Garage, PPA recommends a "Use" price strategy in addition to a pure income in place type analysis. This type analysis would consider the alternative costs to replace the garage with a facility with overall similar utility. Two other items to consider:

- 1. The CCDC has raised parking rates significantly in the past few years. Purchasing this property may insulate a user or users from further parking rate increases.
- 2. Parking demand downtown continues to be significant with most public garages experiencing long waiting lists.
- 3. In the event this garage were to sell to a private user, property taxes going forward would need to be considered.

For marketing, the CCDC may consider a possible auction type format or as an alternative marketing strategy for this asset, the CCDC may benefit from engaging a national parking broker operation.

Respectfully submitted,

Ted Anglyn

Ted Anglyn, CRE, MAI, CCIM Parking Property Advisors tanglyn@parkingproperty.net 770.289.4500



AGENDA BILL

Agenda Subject:		Date:
	oval of the Termination of the Purchase and wler Apartment Building –Unit 1 Parking Unit, ne 5 th and Broad Garage.	3/12/2018
Staff Contact: Shellan Rodriguez	Attachments: 1- Resolution No. 1536 2- Termination of Purchase and Sa 3- 2/8/2018 Local Construct's Req	
	6 approving and authorizing the execution of the ment for Unit 1 Parking Unit of The Fowler Apar	

Background:

Project Summary:

The Fowler Apartment Building is a 159-unit mixed use market rate apartment project located in the LIV District within the River Myrtle Old Boise URD. The project is nearly complete and includes studio, one and two-bedroom apartments as well as a restaurant, The Wylder, and a coffee shop, Form & Function. When the building is fully leased it will bring approximately 200 residents to Downtown's LIV District. The building includes 2 ½ floors of garage parking totaling approximately 185 spaces and 5 floors of apartment above.

Local Construct, the developer, approached CCDC in 2014 to determine whether financial assistance was available to make the project feasible and to invest in the LIV district, and to provide much desired downtown urban housing. A timeline of events is outlined below.

August 2014 - Local Construct approached CCDC and introduced the apartment project in hopes of working with CCDC.

February – July 2015 - CCDC Board of Commissioners designated the project as a Type 3 Special Assistance Participation Project and approved the Agreement which included reimbursement of public improvements and the purchase of approximately 89 spaces of parking to be used for the public. The approval was based, in part, on the analysis a third-party consultant which determined the proposed public investment was reasonable given the financial feasibility of the apartment project

Late 2017: Developer and CCDC work thru punch list and Temporary C of O for the CCDC portion of the garage received.

February 8, 2018: CCDC Received Termination Request Letter, attached hereto, requesting the Agency's consideration of terminating the PSA for the following reasons:

- The mixed use urban residential project was the first of its kind and was not economically viable without the partnership commitment back in 2015.
- Current economic landscape is more viable
- Strong preleasing demand for apartments
- Termination will better ensure project success

March 2018- Termination Agreement as attached and with the following terms:

- Both parties agree to terminate the PSA with no exchange of funds
- Both parties have spent time and money and in good faith.
- CCDC will obtain ownership all parking gates, ticketing equipment and parking signage at no cost.

Fiscal Notes:

The total development costs approximately \$27,000,000 and will generate approximately \$2,800,000 for the RMOB URD through the life of the District.

\$551,000 remains in the FY 2018 budget to be reimbursed for streetscapes and utility improvements within the public right of way. Currently, CCDC is reviewing those costs and expects to fully reimburse in the coming weeks.

The Agency committed approximately \$2.6 million for the purchase of the garage that will no longer be needed. The tax-exempt bond has been funded and the funds may be available for another tax exempt eligible public project.

Considerable staff time has been spent on this project as well as other costs that are difficult to quantify.

To date CCDC has spent approximately \$111,500 on costs directly associated with the garage:

1)	Kimley Horn & Associates	\$	2,948
2)	Elam & Burke	\$	25,629
3)	SB FRIEDMAN	\$	14,500
4)	Kittleson	\$	3,765
5)	Bond Fee and Interest (Carrying Costs June-now)	\$	64,679
6)	TOTAL	\$	111,521

As part of the agreement CCDC will obtain the parking gate arms, ticket equipment and signage, which is valued at over \$110,000, and some of which can be used in other garages.

Staff Recommendation:

Approval of the Termination of the Purchase and Sale Agreement for the Fowler Apartment Building –Unit 1 Parking Unit, commonly referred to as the 5th and Broad Garage.

Suggested Motion:

I move to adopt Resolution No. 1536 approving and authorizing the execution of the Termination of Purchase and Sale Agreement for Unit 1 Parking Unit of The Fowler Apartment Building.

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING THE TERMINATION OF PURCHASE AND SALE AGREEMENT FOR THE FOWLER APARTMENT BUILDING UNIT 1 PARKING UNIT, BETWEEN AGENCY AND THE ROOST PROJECT, LLC.; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE TERMINATION AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE TERMINATION AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (collectively, the "Act"), as a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency"); and,

WHEREAS, the City of Boise, Idaho (the "City"), after notice duly published, conducted a public hearing on the River Street-Myrtle Street Urban Renewal Plan (the "River Street Plan"), and following said public hearing the City adopted its Ordinance No. 5596 on December 6, 1994, approving the River Street Plan and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street Urban Renewal Project (annexation of the Old Boise Eastside Study Area and Several Minor Parcels) and Renamed River Myrtle-Old Boise Urban Renewal Project (the "River Myrtle-Old Boise Plan"); and,

WHEREAS, following said public hearing, the City adopted its Ordinance No. 6362 on November 30, 2004, approving the River Myrtle-Old Boise Plan and making certain findings; and,

WHEREAS, by Resolution No. 1396 passed on August 10, 2015, the Agency Board authorized the Executive Director to enter into a Type 3 Participation Agreement with The Roost Project, LLC.; and,

WHEREAS, the Type 3 Participation Agreement included as its Exhibit E a Purchase and Sale Agreement which was thereafter negotiated between Agency and The Roost Project, LLC., and effective dated December 21, 2015; and,

WHEREAS, at the time of the Effective Date of the Purchase and Sale Agreement, both The Roost Project, LLC., and Agency in good faith entered into the agreement with the intent that Agency would purchase from The Roost Project, LLC., one (1) condominium unit, identified as the "Unit 1 Parking Unit," to be owned and operated by Agency as a public parking garage in order to incentivize the project; and,

WHEREAS, the Agency and The Roost Project, LLC., desire to execute the Termination of Purchase and Sale Agreement, attached hereto as EXHIBIT A, due to market conditions changing such that the Agency's purchase is no longer needed to incentivize the project; and,

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Termination of Purchase and Sale Agreement and to authorize the Executive Director to execute same.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, AS FOLLOWS:

<u>Section 1</u>: That the above statements are true and correct.

<u>Section 2</u>: That the Termination of Purchase and Sale Agreement, a copy of which is attached hereto as EXHIBIT A and incorporated herein by reference, be and the same hereby is approved.

<u>Section 3</u>: That the Executive Director of the Agency is hereby authorized to execute the Termination of Purchase and Sale Agreement, and to execute all necessary documents required to implement the actions contemplated by said agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Termination Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Termination Agreement and the comments and discussions received at the March 12, 2018, Agency Board meeting.

<u>Section 4</u>: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of Boise City, Idaho, on March 12, 2018. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on March 12, 2018.

URBAN RENEWAL AGENCY OF BOISE CITY

BY:_____

Dana Zuckerman, Chairman

ATTEST:

BY: _

David H. Bieter, Secretary



February 8, 2018

Casey Lynch CEO LocalConstruct, Inc. 3112 Los Feliz Blvd Los Angeles, CA 90039

John Brunelle and Shellan Rodriguez Capital City Development Corp 121 N 9th Street, Suite 501 Boise, ID 83702

RE: Request to Terminate Fowler Parking Purchase and Sale Agreement

Dear John and Shellan:

On behalf of The Roost Project, LLC, LocalConstruct, its Manager, requests that CCDC consider the termination of the Purchase and Sale Agreement for The Fowler Apartment Building – Unit 1 Parking Unit dated December 21, 2018. CCDC, the City and LocalConstruct shared a vision to bring pioneering new housing options to Boise's Central Addition at time when downtown lacked a precedent for rental apartment construction. In 2015, each party allocated financial resources and good faith to execute a public-private partnership that spurred the groundbreaking of The Fowler. At the time, this project would not have been economically viable without CCDC's partnership.

In late 2017, The Wylder and Form & Function successfully opened their doors to the public and have received an enthusiastic welcome from the neighborhood. On March 1, 2018, the building's 159 apartments will be ready for occupancy. Over three years after signing the agreement, today's economic landscape is more favorable. Our preleasing activity to date reflects a strong demand for the type of urban housing that we all hoped would help activate downtown. Concurrently, parking in downtown has also become supply constrained, reflecting increased parking rates.

Our request to terminate the PSA and retain the parking garage hinges on the existing parking shortage downtown. The Fowler Apartments are slated to retain 97 parking spaces for 159 units. With a lack of alternative parking options for our residents, we fear a parking shortage may inhibit our ability to successfully lease apartments. Retaining CCDC's 87 parking spaces will provide great relief to our parking constraints.

localconstruct

We believe that the termination of the agreement will facilitate the best outcome for all parties. At a time when the market did not support the construction of housing and retail in Boise's Central Addition, CCDC's willingness to engage in a public private partnership gave life to a great project. CCDC's willingness to terminate the sale of the parking garage will ensure that everyone's goals are met —a new mixed-use housing development which will activate the downtown core and spur further development in downtown Boise.

We greatly appreciate your consideration and look forward to your feedback.

Sincerely,

Casey Lynch



AGENDA BILL

Agenda Subject: Resolution #1532 Central Distri	ct CMGC Contract Amendment, GMP #2	Date: March 12, 2018
Staff Contact: Doug Woodruff and Mary Watson	Attachments: 1. Resolution #1532 which includes 2 nd Amendment to CM/GC Contract with Guho Corp.	
Action Requested: Adopt Resolution No. 1532 auth	norizing the amendment of the Central Dist	trict CMGC contract.

Background:

On February 12, 2018 the Agency Board approved Amendment No. 1 to the Central District Improvements Construction Manager / General Contractor (CM/GC) contract with Guho Corp. to make improvements to 8th Street. Construction of the 8th Street improvements began on February 26, 2018. Construction progress is meeting the schedule and GMP#1 budget.

This Amendment No. 2 to the CMGC contract sets a second Guaranteed Maximum Price (GMP #2) and authorizes Guho Corp. to proceed with construction of Freak Alley and Union Alley public improvements and procurement of long lead items—trash receptacles and flower planters for all construction areas.

Later this spring, likely at the May Board meeting, CCDC and Guho Corp. will need to execute additional amendments to the contract to authorize construction of Capitol Boulevard streetscape and protected bike lane improvements, as well as a collection of miscellaneous, district-wide streetscape repairs, thereby finalizing all project components.

The CM/GC construction delivery method contemplates that the construction agreement must be amended from time to time as the construction project moves forward so that the parties can best address construction complexities and pertinent financial details – such as procurement of long lead-time materials and the award of subcontracts. Here, the CM/GC contract with Guho Corp. allows us to amend the contract by setting a Guaranteed Maximum Price (GMP) to proceed with those portions of the project which have been approved and bid.

Guho Corp. has competitively bid the various subcontractor packages included in this Amendment No. 2 and is required by state law to award the contracts to the lowest responsive bidders. Representatives from CCDC have been present for bid openings. Upon approval of Resolution #1532, Guho will begin awarding subcontracts and mobilizing for construction of the Freak Alley and Union Alley improvements.

Fiscal Notes:

Amendment No. 2 to the CM/GC contract with Guho Corp. approves the **guaranteed maximum price amount of \$569,033** for construction services to complete Freak Alley and Union Alley public improvements and procure long lead items—trash receptacles and flower planters.

This Amendment <u>does not include</u> costs for construction of improvements on 8th Street, planned streetscape improvements on Capitol Boulevard, nor miscellaneous repairs throughout the district. CCDC and Guho Corp. anticipate an additional third Amendment in the coming months to approve construction costs for the remaining phases of the Central District Public Improvements Project.

Guho Corp. Contract Summary		
	<u>Estimate</u>	Approved
Pre-construction Services		\$ 80,060
Amendment GMP No. 1 – 8 th Street & long lead-time items		\$ 762,238
TODAY: Amendment GMP No. 2 – Freak & Union Alleys	\$ 569,033*	
Amendment GMP No. 3 – Capitol Blvd, Misc. Repairs	<u>\$ 1,060,000</u>	
Estimated Subtotal:	\$ 1,060,000	
Amended Contract Amount:		\$ 1,323,258
Estimated Final Contract Amount:	\$ 2,471,685	

* Approved upon today's adoption of Resolution #1532, this agenda bill's recommendation.

The Estimated Final Contract Amount is within the approved FY2018 agency budget.

In order to address any unforeseen circumstances that can arise during construction, Resolution #1532 authorizes the Executive Director to amend the GMP amount up to 5%, if determined necessary in his best judgment.

Staff Recommendation:

Staff recommends the Board find it in the best interest of CCDC and the public to adopt Resolution #1532 approving Amendment No. 2 to the CM/GC contract with Guho Corp. for GMP #2 Freak Alley and Union Alley public improvements.

Suggested Motion:

I move to adopt Resolution #1532 authorizing the amendment of the Central District CMGC Agreement with Guho Corporation.

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING AMENDMENT NO. 2 TO THE CONSTRUCTION MANAGER / GENERAL CONTRACTOR CONSTRUCTION AGREEMENT BETWEEN THE AGENCY AND GUHO CORP. TO INCREASE THE GUARANTEED MAXIMUM PRICE (GMP) FOR CONSTRUCTION OF THE CENTRAL DISTRICT PUBLIC IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 2; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (collectively the "Act"), a duly created and functioning urban renewal agency for Boise City, Idaho, hereinafter referred to as the "Agency."

WHEREAS, the City Council of the City of Boise City, Idaho (the "City"), after notice duly published, conducted a public hearing on the 1987 Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5 (the "Boise Central District Urban Renewal Plan") and, following said public hearing, the City adopted its Ordinance No. 5026 on August 19, 1987, approving the Boise Central District Urban Renewal Plan and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the 1994 Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5 (the "1994 Amended Urban Renewal Plan") and, following said public hearing, the City adopted its Ordinance No. 5597 on December 6, 1994, approving the 1994 Amended Urban Renewal Plan and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the 2007 Amended and Restated Urban Renewal Plan for the Boise Central District Project I, Idaho R-4, and Project II, Idaho R-5 (the "Central District Plan") and, following said public hearing, the City adopted its Ordinance No. 6576 on June 26, 2007, effective upon publication on July 23, 2007, approving the Central District Plan; and,

WHEREAS, upon approval of Resolution No. 1510 by its Board of Commissioners on October 9, 2017, the Agency entered into a Construction Manager / General Contractor (CM/GC) construction agreement with Guho Corp, for the Central District Public Improvements Project ("Project") using the CM/GC construction delivery method; and

WHEREAS, the CM/GC construction delivery method contemplates that the construction agreement must be amended from time to time as the construction project moves forward so that the parties to the agreement can best address construction complexities and pertinent financial details, including procurement of materials and buy-out of subcontracts; and

WHEREAS, on February 12, 2018, the Agency Board of Commissioners adopted Resolution No. 1526 approving and authorizing the Executive Director to execute "Amendment No. 1 to Standard Agreement and General Conditions Between Owner and Construction Manager" with Guho Corp. in order to establish a Guaranteed Maximum Price (GMP) for the initial phase of construction services, including early procurement of long lead-time materials for the Project; and,

WHEREAS, the Agency and Guho Corp. desire to amend the CM/GC construction agreement at this time with the execution of "Amendment No. 2 to Standard Agreement and General Conditions Between Owner and Construction Manager," attached as Exhibit A, in order to increase the GMP by FIVE HUNDRED SIXTY-NINE THOUSAND THIRTY-THREE DOLLARS (\$569,033.00) in order to include the costs associated with construction for Freak and Union Block Alleys, as well as long lead procurement of site furnishings; and

WHEREAS, the Board of Commissioners finds it to be in the best public interest to approve the Amendment and to authorize the Executive Director to execute same.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, AS FOLLOWS:

<u>Section 1</u>: That the above statements are true and correct.

<u>Section 2</u>: That Amendment No. 2 to the Construction Manager / General Contractor construction agreement between the Agency and Guho Corp., attached hereto as Exhibit A and incorporated herein by reference, is approved as to both form and content.

Section 3: That the Executive Director of the Agency is hereby authorized to execute Amendment No. 2 to the Construction Manager / General Contractor construction agreement with Guho Corp., which will increase the Guaranteed Maximum Price of the Project to ONE MILLION THREE HUNDRED TWENTY-THREE THOUSAND TWO HUNDRED FIFTY-EIGHT DOLLARS (\$1,323,258.00), plus allowing up to 5% of this amount to address unforeseen circumstances if determined necessary in his best judgment.

<u>Section 4</u>: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of Boise City, Idaho, on March 12, 2018. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on March 12, 2018.

URBAN RENEWAL AGENCY OF BOISE CITY

By: _

Dana Zuckerman, Chair

By:

ATTEST:

David H. Bieter, Secretary

EXHIBIT A

AMENDMENT NO. 2 TO THE STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER (WHERE THE CM IS AT-RISK)

DATED MARCH 12, 2018

Pursuant to Section 3.4 of the Agreement dated November 21, 2017, between the Owner, Capital City Development Corporation, and the Construction Manager, Guho Corp., for the Central District Public Improvements Project located in downtown Boise, the Owner and the Contractor desire now to establish a Guaranteed Maximum Price (the "GMP") for the Work. The Owner and the Contractor hereby agree as follows:

ARTICLE 1 GUARANTEED MAXIMUM PRICE

The Contractor's GMP for the Work, including the Cost of the Work as defined in Article 8 and the Contractor's Fee as set forth in Section 7.3, is (\$ 1,323,258).

The GMP is for the performance of the Work in accordance with the exhibits listed below, which are a part of this Agreement.

EXHIBIT A:	Contract GMP Summary (2 pages)
EXHIBIT B:	Schedule of Values (1 pages)
EXHIBIT C:	Cost Estimate Detail (3 pages)
EXHIBIT D:	Allowances (1 page)
EXHIBIT E:	General Conditions (1 page)
EXHIBIT F:	Purchase Orders (1 page)
EXHIBIT G:	Subcontract (1 page)
EXHIBIT H:	Self Perform Work (1 page)
EXHIBIT I:	Assumptions and Clarification (2 pages)
EXHIBIT J:	Schedule (1 pages)
EXHIBIT K:	Plans (12 pages)

ARTICLE 2 DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work is June 15, 2018

ARTICLE 3 DATE OF FINAL COMPLETION

The Date of Final Completion of the Work is Twenty-One (21) Days after the Date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.

[End of Amendment No. 2 | Signatures appear on the following page.]

EXHIBIT A

IN WITNESS WHEREOF, Owner and Construction Manager have executed this Agreement with an effective date as first written above.

OWNER: Capital City Development Corporation

By:

John Brunelle, Executive Director

Approved as to Form:

Mary Watson, General Counsel | Contracts Manager

CONSTRUCTION MANAGER: Guho Corp.

By:

Anthony Guho, Vice-President

Attest:

Budget Info /	For Office Use
Fund/District	301
Account	6250
Activity Code	18008
PO #	
Contract Term	September 30, 2018



GMP AMENDMENT 2 EXHIBIT A

CONTRACT GMP SUMMARY

CCDC Central District Renovation

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01-500 TEMP BARRES AND BNCLORIES 780 780 01-5713 BROSON/SEDIMENT CIRL (SWPP) 1.200 1.200 01-7419 WASTE MANAGEMENT AND DISPOSAL 25.739 25.739 04-113 DEMOSTIE 25.739 25.739 04-113 DEMOSTIE 25.739 25.739 04-113 DEMOSTIE 22.699 23.699 24-0010 ELECTRICAL COLUMNS AND BARES 22.699 24.303 24-5613 LIGHT FXTURE PACKAGE 24.314 24.336 24-5613 LIGHT FXTURE PACKAGE 24.916 24.916 32-110 BARE CONSET 24.916 24.916 32-1216 ASTEL PAVING 20.00 34.000 32-1313 CONCRETE FAVING 34.000 34.000 32-1416 BRICK PAVERS 34.000 34.000 32-1416 BRICK PAVERS 31.500 10.000 33-8126 CONMUNICATION VAUITS 61.60 42.0802 \$ 33.50 33-8126 COMUNINCATION VAUITS 63.1500 10.000 \$ 31.500 \$ 33-8126 COM	01-552	26	TRAFFIC CONTROL				20,664					
01-7419 WASE MANAGEMENT AND DIPOSAL 1.00 1.000 02-4113 DEMO-SITE 25/39 25/37 25/37 03-6100 SAW CUTING 1.050 1.050 1.050 26/010 ELECTRICAL COLUMIS AND BARES 23/89 23/89 23/89 23/89 23/89 26/010 ELECTRICAL COLUMIS AND BARES 23/807 43/38 43/38 43/38 26/613 UGHT FIXTURE PACKAGE 43/09 43.000 43.000 </td <td>01-560</td> <td>00</td> <td>TEMP BARRIERS AND ENCLOSURES</td> <td></td> <td></td> <td></td> <td>780</td> <td></td> <td></td> <td></td> <td></td> <td></td>	01-560	00	TEMP BARRIERS AND ENCLOSURES				780					
024113 DBMO-SITE 25.737 25.737 25.737 034100 SAW CUTING 1.050 1.050 23.657 240100 ELECTRICAL COLUMNS NAD BASES 23.679 23.657 24.336 26.6101 ELECTRICAL COLUMS NAD BASES 24.336 24.336 24.336 26.613 LIGHT FIXTURE PACKAGE 24.336 24.336 24.916 24.916 32.1216 ASPHALT PAVING 2.000 2.000 2.000 2.000 2.000 32.1313 CONCRETE PAVING 20.000 34.000	01-571	3	EROSION/SEDIMENT CTRL. (SWPPP)				1,200			1,200		
03-8100 SAW CUTTING 1.050 1.050 24-0010 ELECTRICAL COLUMNS AND BASES 23.499 23.699 24-010 ELECTRICAL COLUMNS AND BASE 24.333 24.333 24-010 ELECTRICAL COLUMNS AND BASE 24.333 24.333 24-5613 LIGHT FXTURE PACKACE 43.009 43.009 32-110 BASE COURSE 24.916 24.916 32-1216 CONCRETE UNIT PAVERS 20.00 24.916 32-1413 CONCRETE UNIT PAVERS 34.000 48.484 32-1416 BICK PAVERS 9.034 9.034 32-1413 CONCRETE UNIT PAVERS 9.034 9.034 32-1416 ON MORIANACE 22.535 36.552 33-8126 COMMUNICATION VAULTS 6.160 15.000 VALIT ALLOWANCE 15.000 15.000 15.000 VALIT ALLOWANCE STAILESS STEEL 10.000 \$ 31.560 \$ 31.560 VALIT ALLOWANCE STAILESS STEEL 10.000 \$ 31.560 \$ 31.560 VALIT ALLOWANCE STAILESS STEEL 0 0 0 01-3110 PROJECT MANAGEMENT 0 <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>1,000</td><td></td><td></td></t<>										1,000		
264010 ELECTRICAL COLUMIKA ND BASE 23,697 23,697 24,336 264010 ELECTRICAL 24,336 43,007 43,007 264513 LIGHT FRURE PACKAGE 24,916 24,917 43,007 32:1213 CONCRETE PAVING 20,000 20,000 20,000 20,000 32:1313 CONCRETE PAVING 66,444 68,464 46,464 34,000 34,000 34,000 32:1413 CONCRETE UNIT PAVERS 34,000 90,34 <td></td>												
26-0100 ELECTRICAL 24.336 24.336 43.009 43.009 26-5613 LIGHT FIXTURE PACKAGE 43.009 43.009 43.009 43.009 32-1216 ASPE CURSE 24.916 2000 2.000 2.000 2.000 32-1313 CONCRETE PAVING 2.000 48.44 46.444 46.444 46.444 32-1416 SBICK PAVERS 34.000 36.552 33.652 33.652 33.653 32-1416 SBICK PAVERS 30.03 36.552 33.652 33.653 33.653 33-3126 COMUNICATION VAULTS 6.160 15.000 15.000 15.000 15.000 33-8126 COMUNICATION VAULTS 6.160 15.000 15.000 15.000 15.000 15.000 ART ALLOWANCE STAINESS STELL 10.00 15.000 \$ 420.802 \$ 420.80												
26-5613 LIGHT FXTURE PACKAGE 43.009												
32-1100 BASE COURSE 24.916 2.000 32-1216 ASPHALT PAVING 2.000 2.000 32-1313 CONCRETE PAVING 68.484 48.484 32-1414 BRICK PAVERS 34.000 34.000 34.000 32-1313 CONCRETE UNIT PAVERS 9.034 9.034 34.000 32-1416 BRICK PAVERS 9.034 9.034 34.000 32-3913 BOLLARDS 36.52 36.52 35.52 33-4000 STORM DRAINAGE 22.536 22.536 52.53 33-8122 COMMUNICATION VAULTS 6.160 420.802 15.000 VAULT ALLOWANCE STAINLESS STEEL 10.000 15.000 15.000 15.000 VAULT ALLOWANCE STAINLESS STEEL 10%Cordingency \$ 420.802 \$ 420.802 \$ 420.802 V CM/GC Fee \$ 31.560 \$ 31.560 \$ 420.802 \$ 42.080 CM/GC Fee S 31.560 \$ 4.687 \$ 4.687 \$ 4.687 \$ 4.687 01-3110 PROJECT MANAGEMENT \$ 0 \$ 0 \$ 0 \$ 0 01-3111 PROJECT MANAGEMENT <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<>												
32-1216 ASPHALT PAVING 2,000 2,000 32-1313 CONCRETE PAVING 68,484 68,484 68,484 32-1413 CONCRETE INTAVERS 34,000 34,000 34,000 32-1416 BRICK PAVERS 9,034 9,034 9,034 9,034 32-3913 BOLLARDS 33,652 33,652 32,236 33,652 32,236 33-4000 STORM DRAINAGE 22,536 36,552 32,236 15,000 15,000 33-8126 COMMUNICATION VAULTS 6,160 15,000 15,000 15,000 15,000 VAUT ALLOWANCE 15,000 15,000 15,000 10,000												
32-1313 CONCRETE PAVING 66,844 34,000 34,000 32-1413 CONCRETE UNIT PAVERS 34,000 34,000 34,000 32-1416 BRICK PAVERS 9,034 9,034 9,034 9,034 32-3913 BOLLARDS 36,552 22,536 22,536 10,000 33-8026 COMMUNICATION VAUITS 6,160 6,160 15,000 15,000 VAUIT ALLOWANCE STAINLESS STEEL 10,000 15,000 15,000 15,000 15,000 15,000 VAUIT ALLOWANCE STAINLESS STEEL 00,000 15,												
32-1413 CONCRETE UNIT PAVERS 34,000 34,000 9,034 9,004 9,040 9												
32-3913 BOLLARDS 36.552 36.552 22.536 10.000 10.000 10.000 10.000 10.000 10.000 10.000 10.000 10.000 20.83 23.850 23.850 23.850 24.080	32-141	3	CONCRETE UNIT PAVERS				34,000					
33-400 STORM DRAINAGE 22.536 22.536 22.536 22.536 22.536 22.536 22.536 22.536 22.536 22.536 6.160 52.536 52.556 52.556 52.556 52.556 52.556 52.556 52.556 52.556 52.556 52.556 52.556 52.556 52.556 52.556										9,034		
33-8126 COMMUNICATION VAULTS 6,160 6,160 6,160 15,000 15,000 15,000 15,000 10,000 1										36,552		
VAULT ALLOWANCE 15.000 15.000 10.0												
ART ALLOWANCE STAINLESS STEEL 10,000 10,000 Total Cost \$420,802 \$420,802 CM/GC Fee \$31,560 \$31,560 10% Contingency \$42,080 \$42,080 10% Contingency \$42,080 \$42,080 CM/GC Fee \$42,080 \$42,080 10% Contingency \$42,080 \$42,080 Capitol Blvd Streetscapes \$42,080 \$42,080 01-3110 PROJECT MANAGEMENT \$0 01-3110 PROJECT SUPERVISION \$0 01-4123 PERMITS \$0 01-4523 TESTING AND INSPECTION SERVICE \$0 01-4523 TRAFICONTRUCTION FACILITES \$0 01-5526 TRAFIC CONTROL \$0 01-5526 TRAFIC CONTROL \$0 01-5600 TEMP BARRIERS AND ENCLOSURES \$0	33-812	26										
Total Cost 420,802												
CM/GC Fee S 31,560 \$ 31,560 \$ 31,560 \$ 31,560 \$ 31,560 \$ 31,560 \$ 31,560 \$ 31,560 \$ 31,560 \$ 31,560 \$ 31,560 \$ 42,080 \$ 42,080 \$ 42,080 \$ 42,080 \$ \$ 42,080 \$ \$ 42,080 \$ \$ 42,080 \$ \$ 42,080 \$ \$ 42,080 \$ \$ 42,080 \$ \$ \$ 42,080 \$ \$ 42,080 \$	1							400.000			400.000	
10% Contingency Bond 10% Contingency Bond 42,080 42,	1											
Bond \$ 4,677 \$ 4,677 2 Freak / Union Alleys Total \$ 499,140 \$ 499,140 \$ 499,140 \$ 499,140 \$ 499,140 \$ 499,140 \$ 499,140 \$ 499,140 \$ 490,140	1											
2 Freak / Union Alleys Total \$ 499,140 \$ 499,140 \$ 499,140 \$ 499,140 \$ 499,140 \$ 499,140 \$ 499,140 \$ 100,100,100,100,100,100,100,100,100,100	1											
3 Capitol Bivd Streetscapes 01-3110 PROJECT MANAGEMENT 0 01-3111 PROJECT SUPERVISION 0 01-4123 PERMITS 0 01-4523 TESTING AND INSPECTION SERVICE 0 01-5200 CONSTRUCTION FACILITIES 0 01-5526 TRAFFIC CONTROL 0 01-5600 TEMP BARRIERS AND ENCLOSURES 0	1								499,140			\$ 499,140
01-3110 PROJECT MANAGEMENT 0 01-3111 PROJECT SUPERVISION 0 01-4123 PERMITS 0 01-4523 TESTING AND INSPECTION SERVICE 0 01-5200 CONSTRUCTION FACILITIES 0 01-5526 TRAFFIC CONTROL 0 01-5600 TEMP BARRIERS AND ENCLOSURES 0	3											
01-3111 PROJECT SUPERVISION 0 01-4123 PERMITS 0 01-4523 TESTING AND INSPECTION SERVICE 0 01-5200 CONSTRUCTION FACILITIES 0 01-5526 TRAFFIC CONTROL 0 01-5600 TEMP BARRIERS AND ENCLOSURES 0		0								0		
01-4523 TESTING AND INSPECTION SERVICE 0 01-5200 CONSTRUCTION FACILITIES 0 01-5526 TRAFFIC CONTROL 0 01-5600 TEMP BARRIERS AND ENCLOSURES 0												
01-5200 CONSTRUCTION FACILITIES 0 01-5526 TRAFFIC CONTROL 0 01-5600 TEMP BARRIERS AND ENCLOSURES 0	01-412	23	PERMITS							0		
01-5526 TRAFFIC CONTROL 0 01-5600 TEMP BARRIERS AND ENCLOSURES 0	01-452	23	TESTING AND INSPECTION SERVICE							0		
01-5600 TEMP BARRIERS AND ENCLOSURES 0												
01-5713 EROSION/SEDIMENT CTRL. (SWPPP) 0	01-5/1	0	erusiun/sedimeni CIRL (SWPPP)				l			U		



CCDC Central District Renovation

CONTRACT GMP SUMMARY

GMP AMENDMENT 2 EXHIBIT A

01-7419	WASTE MANAGEMENT AND DISPOSAL							0		
02-4113	DEMO-SITE							0		
03-8100	CONCRETE SAW CUTTING							0		
12-9300	SITE FURNISHINGS	1,526			6,680			8,206		
26-0010	ELECTRICAL SUBCONTRACTOR							0		
26-5613	LIGHT POLES & STANDARDS	18,870						18,870		
31-1313	TREE REMOVAL							0		
32-1100	BASE COURSE							0		
32-1216	ASPHALT PAVING							0		
32-1313	CONCRETE PAVING							0		
32-1416	BRICK PAVERS							0		
32-1613	CURB & GUTTER							0		
32-1726	PED RAMPS							0		
32-9100	LANDSCAPING							0		
32-9443	TREE GRATES/FRAMES	31,701						31,701		
32-9446	TREE GRIDS (SILVA CELL)							0		
33-4000	STORM DRAINAGE							0		
33-5000	FIBER CONDUITS							<u>0</u>		
	Total Cost	\$	52,097		\$	6,680		\$	58,777	
	CM/GC Fee	\$	3,907		\$	501		\$	4,408	
	Contingency	\$	-		\$	-		\$	-	
	Bond	\$	699		\$	68		\$	768	
	3 Capitol Blvd Streetscapes			\$ 56,704		\$	7,249			\$ 63,953
4	Repair Work									
01-4123	PERMITS							0		
01-5200	CONSTRUCTION FACILITIES							0		
01-5526	TRAFFIC CONTROL									
01-5600								0		
	TEMP BARRIERS AND ENCLOSURES							0		
01-5713	TEMP BARRIERS AND ENCLOSURES EROSION/SEDIMENT CTRL. (SWPPP)									
01-5713 01-7419								0		
	EROSION/SEDIMENT CTRL. (SWPPP)							0		
01-7419	EROSION/SEDIMENT CTRL. (SWPPP) WASTE MANAGEMENT AND DISPOSAL	7,462			18,370			0 0 0		
01-7419 02-4113	EROSION/SEDIMENT CTRL. (SWPPP) WASTE MANAGEMENT AND DISPOSAL DEMO-SITE	7,462			18,370			0 0 0		
01-7419 02-4113	EROSION/SEDIMENT CTRL. (SWPPP) WASTE MANAGEMENT AND DISPOSAL DEMO-SITE	7,462			18,370			0 0 0 25,832		
01-7419 02-4113 12-9300	EROSION/SEDIMENT CTRL. (SWPPP) WASTE MANAGEMENT AND DISPOSAL DEMO-SITE SITE FURNISHINGS	7,462			18,370			0 0 0 25,832 0		
01-7419 02-4113 12-9300 32-1216	EROSION/SEDIMENT CTRL. (SWPPP) WASTE MANAGEMENT AND DISPOSAL DEMO-SITE SITE FURNISHINGS ASPHALT PAVING	7,462			18,370			0 0 0 25,832 0 0		
01-7419 02-4113 12-9300 32-1216 32-1313	EROSION/SEDIMENT CTRL. (SWPPP) WASTE MANAGEMENT AND DISPOSAL DEMO-SITE SITE FURNISHINGS ASPHALT PAVING CONCRETE PAVING	7,462			18,370			0 0 25,832 0 0 0		
01-7419 02-4113 12-9300 32-1216 32-1313 32-1416	EROSION/SEDIMENT CTRL. (SWPPP) WASTE MANAGEMENT AND DISPOSAL DEMO-SITE SITE FURNISHINGS ASPHALT PAVING CONCRETE PAVING BRICK PAVERS	7,462			18,370			0 0 25,832 0 0 0 0 0		
01-7419 02-4113 12-9300 32-1216 32-1313 32-1416 32-1613	EROSION/SEDIMENT CTRL. (SWPPP) WASTE MANAGEMENT AND DISPOSAL DEMO-SITE SITE FURNISHINGS ASPHALT PAVING CONCRETE PAVING BRICK PAVERS CURB & GUTTER	7,462			18,370			0 0 25.832 0 0 0 0 0 0		
01-7419 02-4113 12-9300 32-1216 32-1313 32-1416 32-1613 32-1726	EROSION/SEDIMENT CTRL. (SWPPP) WASTE MANAGEMENT AND DISPOSAL DEMO-SITE SITE FURNISHINGS ASPHALT PAVING CONCRETE PAVING BRICK PAVERS CURB & GUITER PED RAMPS	7,462 <u>73,803</u>			18,370			0 0 25.832 0 0 0 0 0 0 0 0 0		
01-7419 02-4113 12-9300 32-1216 32-1313 32-1416 32-1613 32-1726 32-3913	EROSION/SEDIMENT CTRL. (SWPPP) WASTE MANAGEMENT AND DISPOSAL DEMO-SITE SITE FURNISHINGS ASPHALT PAVING CONCRETE PAVING BRICK PAVERS CURB & GUTTER PED RAMPS BOLLARDS		81,265		18,370 \$	18,370		0 0 25.832 0 0 0 0 0 0 0 0 0 0 0 0	99,635	
01-7419 02-4113 12-9300 32-1216 32-1313 32-1416 32-1613 32-1726 32-3913	EROSION/SEDIMENT CTRL. (SWPPP) WASTE MANAGEMENT AND DISPOSAL DEMO-SITE SITE FURNISHINGS ASPHALT PAVING CONCRETE PAVING BRICK PAVERS CURB & GUTER PED RAMPS BOLLARDS <u>TREE GRATES/FRAMES</u>	<u>73.803</u>	81,265 6,095			18,370 1,378		0 0 25,832 0 0 0 0 0 0 0 0 0 7 <u>3,803</u>	99,635 7,473	
01-7419 02-4113 12-9300 32-1216 32-1313 32-1416 32-1613 32-1726 32-3913	EROSION/SEDIMENT CTRL. (SWPPP) WASTE MANAGEMENT AND DISPOSAL DEMO-SITE SITE FURNISHINGS ASPHALT PAVING CONCRETE PAVING BRICK PAVERS CURB & GUTTER PED RAMPS BOLLARDS <u>TREE GRATES/FRAMES</u> Total Cost	<u>73.803</u> \$			\$			0 0 25,832 0 0 0 0 0 73,803 \$		
01-7419 02-4113 12-9300 32-1216 32-1313 32-1416 32-1613 32-1726 32-3913	EROSION/SEDIMENT CTRL. (SWPPP) WASTE MANAGEMENT AND DISPOSAL DEMO-SITE SITE FURNISHINGS ASPHALT PAVING CONCRETE PAVING BRICK PAVERS CURB & GUTTER PED RAMPS BOLLARDS <u>IREE GRATES/FRAMES</u> Total Cost CM/GC Fee	<u>73.803</u> \$ \$	6,095		\$ \$	1,378		0 0 25,832 0 0 0 0 0 7 <u>3,803</u> \$ \$	7,473	
01-7419 02-4113 12-9300 32-1216 32-1313 32-1416 32-1613 32-1726 32-3913	EROSION/SEDIMENT CTRL. (SWPPP) WASTE MANAGEMENT AND DISPOSAL DEMO-SITE SITE FURNISHINGS ASPHALT PAVING CONCRETE PAVING BRICK PAVERS CURB & GUTTER PED RAMPS BOLLARDS <u>IREE GRATES/FRAMES</u> Total Cost CM/GC Fee 10% Contingency	<u>73.803</u> \$ \$ \$	6,095 - 1,091	Ş <u>88,451</u>	\$ \$	1,378	19,935	0 0 25,832 0 0 0 0 0 0 7 <u>3,803</u> \$ \$ \$	7,473	\$ 108,386
01-7419 02-4113 12-9300 32-1216 32-1313 32-1416 32-1613 32-1726 32-3913	EROSION/SEDIMENT CTRL. (SWPPP) WASTE MANAGEMENT AND DISPOSAL DEMO-SITE SITE FURNISHINGS ASPHALT PAVING CONCRETE PAVING BRICK PAVERS CURB & GUTTER PED RAMPS BOLLARDS <u>IREE GRATES/FRAMES</u> Total Cost CM/GC Fee 10% Contingency Bond	73.803 \$ \$ \$ \$ \$	6,095 - 1,091		\$ \$ \$	1,378 - 188	19,935	0 0 25,832 0 0 0 0 0 7 <u>3,803</u> \$ \$ \$ \$	7,473 - 1,279	\$ 108,386 \$ 1,323,258



GMP 2 Schedule of Values

CCDC Central District Renovation

GMP AMENDMENT 2 EXHIBIT B

Job Cost Phase	Description	Total Amount		<u>Area Total</u>		GMP 1 Total
2	8th Street Streetscapes					
02-4113	DEMO-SITE	1,623				
12-9300	SITE FURNISHINGS	23,853				
32-1100	BASE COURSE	1,571				
32-1313	CONCRETE PAVING	4,446				
32-1416	BRICK PAVERS	6,113				
		Total Cost	\$	37,606		
		CM/GC Fee	\$	2,820		
		5% Contingency	\$	1,880		
		Bond	\$	402		
	1 8th Street S	itreetscapes Total			\$	42,709
2	Freak / Union Alleys					
01-3110		5,024				
01-3111 01-3223	PROJECT SUPERVISION	18,688				
01-3223 01-4123	SURVEY PERMITS	2,500 6,750				
01-4123	TESTING AND INSPECTION SERVICE	10,000				
01-5200	CONSTRUCTION FACILITIES	181				
01-5510	PARKING FEES	7,500				
01-5526	TRAFFIC CONTROL	20,664				
01-5600	TEMP BARRIERS AND ENCLOSURES	780				
01-5713	EROSION/SEDIMENT CTRL. (SWPPP)	1,200				
01-7419	WASTE MANAGEMENT AND DISPOSAL	1,000				
02-4113	DEMO-SITE	25,739				
03-8100	SAW CUTTING	1,050				
26-0010	ELECTRICAL COLUMNS AND BASES	23,699				
26-0100	ELECTRICAL	24,336				
26-5613	LIGHT FIXTURE PACKAGE	43,009				
32-1100 32-1216	BASE COURSE ASPHALT PAVING	24,916 2,000				
32-1313	CONCRETE PAVING	68,484				
32-1413	CONCRETE UNIT PAVERS	34,000				
32-1416	BRICK PAVERS	9,034				
32-3913	BOLLARDS	36,552				
33-4000	STORM DRAINAGE	22,536				
33-8126	COMMUNICATION VAULTS	6,160				
	VAULT ALLOWANCE	15,000				
	ART ALLOWANCE STAINLESS STEEL	10,000				
		Total Cost	\$	420,802		
		CM/GC Fee	\$	31,560		
		10% Contingency	\$	42,080		
		Bond	\$	4,697		
		Union Alleys Total			\$	499,140
3	Capitol Blvd Streetscapes					
12-9300	SITE FURNISHINGS	6,680				
		Total Cost		6,680		
		CM/GC Fee		501		
		Contingency		-		
		Bond	\$	68		
		Blvd Streetscapes	_		\$	7,249
4 12-9300	Repair Work SITE FURNISHINGS	18,370				
12-7000		Total Cost	¢	10.270		
				18,370		
		CM/GC Fee		1,378		
		10% Contingency		-		
		Bond Bongir Work Total	<u>Þ</u>	188	¢	10.00-
	4	Repair Work Total			\$	19,935
			GI	MP 1 TOTAL	\$	569,033
			5		Ψ	007,000



391 W. STATE ST., SUITE G EAGLE, IDAHO 83616 (208)939-8850 • FAX (208) 939-8928

CCDC Central District Renovation

GMP AMENDMENT 2 EXHIBIT C

Cost Estimate Detail

<u>GMP</u>	<u>AREA</u>	Job Cost Phase	Description	Takeoff Quantity	<u>Total Cost/Unit</u>	<u>Total Amount</u>
2	1		8th Street Streetscapes			
	l	02-4113	DEMO-SITE			
		02 4110	Concrete /Paver Demo at Alley Approach	741.00 sf	2.19 /sf	1,623
		12-9300	SITE FURNISHINGS		,.	.,
			Trash Receptacle (CCDC STD)	10.00 ea	1,690.40 /ea	16,904
			Precast Planters	16.00 ea	434.31 /ea	6,949
		32-1100	BASE COURSE			
			Road Base Section	741.00 sqft	2.12 /sqft	1,571
		32-1313	CONCRETE PAVING			
			Concrete Driveway Approach (Wear Slab)	741.00 sqft	6.00 /sqft	4,446
		32-1416	BRICK PAVERS			
			I Paver Approaches	741.00 sqft	8.25 /sqft	6,113
		3	FREAK AND UNION ALLEY			
		01-3110	PROJECT MANAGEMENT			
			Project Manager	30.00 HR	83.74 /HR	2,512
			Project Manager	30.00 HR	83.74 /HR	2,512
		01-3111	PROJECT SUPERVISION			
			Superintendent Senior	30.00 HR	83.74 /HR	2,512
			Superintendent Senior	30.00 HR	83.74 /HR	2,512
			Superintendent	100.00 HR	68.32 /HR	6,832
			Superintendent	100.00 HR	68.32 /HR	6,832
		01-3223	LAYOUT			
			Survey & Staking	1.00 ls	2,500.00 /ls	2,500
		01-4123	PERMITS			
			ACHD ROW Permit Fee	45.00 day	75.00 /day	3,375
			ACHD ROW Permit Fee	45.00 day	75.00 /day	3,375
		01-4523	TESTING AND INSPECTION SERVICE			
			Testing and Inspections	1.00 allo	5,000.00 /allo	5,000
		01 5200		1.00 allo	5,000.00 /allo	5,000
		01-5200	CONSTRUCTION FACILITIES Portable Toilet	1.00 mth	90.68 /mth	91
			Portable Toilet	1.00 mth	90.68 /mth	91
		01-5510	PARKING FEES	1.00 1111	70.00 /11111	71
		01-3310	Parking Fees	12.00 mth	150.00 /mth	1,800
			Parking Fees	38.00 mth	150.00 /mth	5,700
		01-5526	TRAFFIC CONTROL			
			Traffic Control (Lane on Capitol/9th)	6.00 wk	1,819.00 /wk	10,914
			Custom Signage	1.00 ls	1,000.00 /ls	1,000
			Ped Traffic Control / Block	4.00 mth	500.00 /mth	2,000
			Traffic Control (Lane on Capitol) Daily Set/Removal	45.00 day	150.00 /day	6,750
		01-5600	TEMP BARRIERS AND ENCLOSURES			
			Temporary Orange Plastic Fencing 4' x 100'	300.00 ft	1.30 /ft	390
			Temporary Orange Plastic Fencing 4' x 100'	300.00 ft	1.30 /ft	390
		01-5713	EROSION/SEDIMENT CTRL. (SWPPP)			
			SWPPP Allowance	1.00 allo	600.00 /allo	600
			SWPPP Allowance	1.00 allo	600.00 /allo	600
		01-7419	WASTE MANAGEMENT AND DISPOSAL			
			Trash	1.00 mth	500.00 /mth	500
l			Trash	1.00 mth	500.00 /mth	500

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GMP AMENDMENT 2 EXHIBIT C



CCDC Central District Renovation

FC	Cost Estimate Datail		CCDC Centra	
	Cost Estimate Detail		Re	enovation
02-4113	DEMO-SITE			
	Concrete Demo	6,103.00 sf	2.19 /sf	13,366
	Concrete Demo	5,650.00 sf	2.19 /sf	12,374
03-8100	SAW CUTTING			
	Saw Cut Asphalt	300.00 lf	1.00 /lf	300
	Saw Cut Concrete	150.00 lf	1.50 /lf	225
	Saw Cut Asphalt	300.00 lf	1.00 /lf	300
	Saw Cut Concrete	150.00 lf	1.50 /lf	225
26-0010	ELECTRICAL SUBCONTRACTOR			
	24" x 60" Light Pole Base Concrete	10.00 ea	200.00 /ea	2,000
	Light Pole Base Excavation and Backfill	10.00 ea	336.00 /ea	3,360
	Trenching	270.00 lf	14.95 /lf	4,037
	24" x 60" Light Pole Base Concrete	14.00 ea	200.00 /ea	2,800
	Trenching	230.00 lf	14.95 /lf	3,439
	Light Pole Base Excavation and Backfill	24.00 ea	336.00 /ea	8,064
26-0100	ELECT OPERATION & MAINT			
	Electrical	1.00 ea	24,335.75 /ea	24,336
26-5613	LIGHT POLES & STANDARDS			
	Rope Lights	215.00 lf	21.48 /lf	4,619
	Catenary Light	5.00 ls	1,896.40 /ls	9,482
	Light Pole	10.00 ea	633.14 /ea	6,331
	Light Pole	14.00 ea	633.14 /ea	8,864
	Stainless Steel Cable and Hardware	1.00 ls	6,053.69 /ls	6,054
	Light pole Labor (Set and Hang Cables)	1.00 ls	7,659.00 /ls	7,659
32-1100	BASE COURSE			
	Road Base Section	6,103.00 sqft	2.12 /sqft	12,938
	Road Base Section	5,650.00 sqft	2.12 /sqft	11,978
32-1216	ASPHALT PAVING			
	Asphalt Patch on Capitol/9th	1.00 LS	2,000.00 /LS	2,000
32-1313	CONCRETE PAVING			
	Concrete Driveway Approach (Wear Slab)	387.00 sqft	6.00 /sqft	2,322
	Concrete Driveway Approach (Wear Slab)	602.00 sqft	6.00 /sqft	3,612
	Expansion Joint w/ Sealant (Bldg Face)	1,200.00 lf	2.50 /lf	3,000
	Alley Concrete	1.00 ls	58,910.20 /ls	58,910
	Expansion Joint w/ Sealant (Exp. in Paving)	256.00 lf	2.50 /lf	640
32-1413	CONCRETE UNIT PAVERS			
	Concrete Unit Pavers	1,378.00 sqft	10.44 /sqft	14,38
	Concrete Unit Pavers	1,880.00 sqft	10.44 /sqft	19,620
32-1416	BRICK PAVERS			
	I Paver Approaches	387.00 sqft	8.25 /sqft	3,193
	I Paver Approaches	602.00 sqft	8.25 /sqft	4,967
	Trucking CCDC Provided Paver to Jobsite	1.00 ls	875.00 /ls	875
32-3913	BOLLARDS			
	Bollard Metal	32.00 ea	116.72 /ea	3,735
	Bollard Excavation	32.00 ea	336.00 /ea	10,752
	Bollard Install	32.00 ea	150.00 /ea	4,800
	Bollard Sandblast and Rust	32.00 ea	50.00 /ea	1,600
	Bollard Metal	24.00 ea	116.72 /ea	2,80
	Bollard Excavation	24.00 ea	336.00 /ea	8,06
	Bollard Install	24.00 ea	150.00 /ea	3,60
	Bollard Sandblast and Rust	24.00 ea	50.00 /ea	1,20
33-4000	STORM DRAINAGE			
	Storm Drain Pipe from 0+11 to 1+14	103.00 lf	70.97 /lf	7,310

391 W. STATE ST., SUITE G EAGLE, IDAHO 83616 (208)939-8850 • FAX (208) 939-8928			IDAHO PUBLIC WORKS LICENSE #12569-U IDAHO STATE CONTRACTOR LICENSE #RCI IDAHO CONSTRUCTION MANAGEMENT LICENSE # C	E-6113
GMP AMENDMENT 2 EXHIBIT C	EXHIBIT A GENERAL CONTRACTORS Cost Estimate Detail		CCDC Central District Renovation	
1	Storm Drain from 1+14 to 2+12	98.00 lf	70.97 /lf	6,955
	Shallow Manhole	1.00 ea	2,271.00 /ea	2,271
	Catch Basin Type II Grate and Frame	2.00 ea	3,000.00 /ea	6,000
33-8126	COMMUNICATION VAULTS			
	Utilities Vault relocate	1.00 allo	4,000.00 /allo	4,000
	Replace Precast Vault	2.00 ea	1,080.00 /ea	2,160
	VAULT ALLOWANCE	1.00 ALLO	15,000.00 /ALLO	15,000
	ART EMBLEM ALLOWANCE	1.00 ALLO	10,000.00 /ALLO	10,000
3	Capitol Blvd Streetscapes			
	Trash Receptacle (CCDC STD)	2.00 ea	1,670.00 /ea	3,340
	Trash Receptacle (CCDC STD)	1.00 ea	1,670.00 /ea	1,670
	Trash Receptacle (CCDC STD)	1.00 ea	1,670.00 /ea	1,670
4	Repair Work			
	Trash Receptacle (CCDC STD)	11.00 ea	1,670.00 /ea	18,370





Allowances

CCDC Central District Renovation

GMP AMENDMENT 2 EXHIBIT D

<u>GMP</u>	AREA	Job Cost Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
2						
	2		FREAK AND UNION ALLEY			
		01-4523	TESTING AND INSPECTION SERVICE			
			Testing and Inspections	1.00 allo	5,000.00 /allo	5,000
			Testing and Inspections	1.00 allo	5,000.00 /allo	5,000
		01-5510	PARKING FEES			
			Parking Fees	12.00 mth	150.00 /mth	1,800
			Parking Fees	38.00 mth	150.00 /mth	5,700
		01-5713	EROSION/SEDIMENT CTRL. (SWPPP)			
			SWPPP Allowance	1.00 allo	600.00 /allo	600
			SWPPP Allowance	1.00 allo	600.00 /allo	600
		33-8126	COMMUNICATION VAULTS			
			Utilities Vault relocate	1.00 allo	4,000.00 /allo	4,000
		* unassigned *				
			VAULT ALLOWANCE	1.00 ALLO	15,000.00 /ALLO	15,000
			ART EMBLEM ALLOWANCE	1.00 ALLO	10,000.00 /ALLO	10,000
					Allowances	\$ 47,700



GMP AMENDMENT 2 EXHIBIT E

General Conditions

CCDC Central District Renovation

<u>Total Amou</u>	Total Cost/Unit	Takeoff Quantity	Description	Job Cost Phase
			FREAK AND UNION ALLEY	
			PROJECT MANAGEMENT	01-3110
HR :	83.74 /HR	30.00 HR	Project Manager	
HR :	83.74 /HR	30.00 HR	Project Manager	
			PROJECT SUPERVISION	01-3111
HR :	83.74 /HR	30.00 HR	Superintendent Senior	
HR :	83.74 /HR	30.00 HR	Superintendent Senior	
HR	68.32 /HR	100.00 HR	Superintendent	
HR	68.32 /HR	100.00 HR	Superintendent	
			LAYOUT	01-3223
			CONSTRUCTION FACILITIES	01-5200
mth	90.68 /mth	1.00 mth	Portable Toilet	
mth	90.68 /mth	1.00 mth	Portable Toilet	
			EROSION/SEDIMENT CTRL. (SWPPP)	01-5713
allo	600.00 /allo	1.00 allo	SWPPP Allowance	
allo	600.00 /allo	1.00 allo	SWPPP Allowance	
			WASTE MANAGEMENT AND DISPOSAL	01-7419
mth	500.00 /mth	1.00 mth	Trash	
mth	500.00 /mth	1.00 mth	Trash	



CCDC Central District Renovation

GMP AMENDMENT 2 EXHIBIT F

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Purchase Orders								

<u>MP</u> <u>Area</u>	Job Cost Code	Description	<u>Quantity</u>	Price	Amount	<u>Area Total</u>	Vendor Total
2			CED				
2	2	Freak and Union Alley	-				
	26-5613	LIGHT POLES & STANDARDS					
		Rope Lights	215.00 /lf	21.48 /lf	4,619		
		Catenary Light	5.00 /ls	1,896.40 /ls	9,482		
		LIGHT POLES & STANDARDS			14,101		
		2 Freak a	nd Union Alley			14,101	
						CED	14,10
			Idaho Preca	st			
2		Freak and Union Alley					
	33-8126	COMMUNICATION VAULTS					
		Replace Precast Vault	2.00 /ea	1,080.00 /ea	2,160		
		COMMUNICATION VAULTS			2,160		
				2 Fre	eak and Union Alley	2,160 Idaho Precast	2,10
			KB Welding	I		Idano Precasi	2,10
2	2	Freak and Union Alley					
	26-5613	LIGHT POLES & STANDARDS					
		Light Pole	10.00 /ea	633.14 /ea	6,331		
		Light Pole	14.00 /ea	633.14 /ea	8,864		
		LIGHT POLES & STANDARDS			15,195		
				2 Fre	eak and Union Alley	15,195	
						KB Welding	15,19
			Landscape Fo	rm c			
1	1	8th Street Streetscapes	Lanascape i o				
	12-9300	SITE FURNISHINGS					
		Trash Receptacle (CCDC STD)	10.00 /ea	1,690.40 /ea	16,904		
		SITE FURNISHINGS			16,904		
				1 8th 3	Street Streetscapes	16,904	
3		Capitol Blvd Streetscapes					
	12-9300	SITE FURNISHINGS					
		Trash Receptacle (CCDC STD)	2.00 /ea	1,670.00 /ea	3,340		
		Trash Receptacle (CCDC STD)	1.00 /ea	1,670.00 /ea	1,670		
		Trash Receptacle (CCDC STD)	1.00 /ea	1,670.00 /ea	1,670		
		SITE FURNISHINGS		2 Canita	6,680	6,680	
4	1	Repair Work		5 Capito	I Blvd Streetscapes	0,000	
	12-9300	SITE FURNISHINGS					
		Trash Receptacle (CCDC STD)	11.00 /ea	1,670.00 /ea	18,370		
		SITE FURNISHINGS			18,370		
					4 Repair Work	18,370	
						Landscape Forms	41,95
			Pacific Stee				
2	, ,	Freak and Union Alley	Facilie siee	1			
-	32-3913	BOLLARDS					
		Bollard Metal	32.00 /ea	116.72 /ea	3,735		
		Bollard Metal	24.00 /ea	116.72 /ea	2,801		
		BOLLARDS			6,536		
				2 Fre	eak and Union Alley	6,536	
						Pacific Steel	6,53
			_				
1	1	Sth Ctrast Ctrast-	Petersen Mfg	g.			
1	12-9300	8th Street Streetscapes SITE FURNISHINGS					
	.2 3000	Precast Planters	16.00 /ea	434.31 /ea	6,949		
		SITE FURNISHINGS	10.00 /00	101.01 /ca	6,949		
				1 8th	Street Streetscapes	6,949	
				i oui s	cutor ou cerscapes	Petersen Mfg.	6,94
						-	
						Purchase Orders \$	86,895.4



Subcontracts

CCDC Central District Renovation

GMP AMENDMENT 2 EXHIBIT G

<u>SMP</u>	Area	<u>Job Cost</u> <u>Phase</u>	Description	Quantity	Sub Amount	Phase Total	
2	Alea	111030	Description	doanny	<u>300 Amouni</u>	<u>indae roldi</u>	
			A-1 C	Concrete			
	1		8th Street Streetscapes				
		32-1313	CONCRETE PAVING				
			Concrete Driveway Approach (Wear Slab)	741.00 sqft	4,446		
			CONCRETE PAVING	4 045	4,446		
	2		Freak and Union Alley	1 801 3	Street Streetscapes	4,446	
	2	26-0010	ELECTRICAL SUBCONTRACTOR				
		20 00/0	24" x 60" Light Pole Base Concrete	10.00 ea	2,000		
			24" x 60" Light Pole Base Concrete	14.00 ea	2,800		
			ELECTRICAL SUBCONTRACTOR		4,800		
		32-1313	CONCRETE PAVING				
			Concrete Driveway Approach (Wear Slab)	387.00 sqft	2,322		
			Concrete Driveway Approach (Wear Slab)	602.00 sqft	3,612		
			Alley Concrete	1.00 ls	58,910		
			CONCRETE PAVING		64,844		
		32-3913	BOLLARDS				
			Bollard Install	32.00 ea	4,800		
			Bollard Install	24.00 ea	3,600		
			BOLLARDS		8,400		
				2 Fre	eak and Union Alley	78,044	
						A-1 Concrete	82,4
				en Haus			
	1		8th Street Streetscapes				
		32-1416	BRICK PAVERS	744.00	0.440		
			I Paver Approaches BRICK PAVERS	741.00 sqft	6,113 6, <i>113</i>		
			BRICK PAVERS	1 946 1	Street Streetscapes	6,113	
	2		Freak and Union Alley	i our s	Sileet Sileetscapes	0,113	
	-	32-1413	CONCRETE UNIT PAVERS				
			Concrete Unit Pavers	1,378.00 sqft	14,381		
			Concrete Unit Pavers	1,880.00 sqft	19,620		
			CONCRETE UNIT PAVERS		34,000		
		32-1416	BRICK PAVERS				
			I Paver Approaches	387.00 sqft	3,193		
			I Paver Approaches	602.00 sqft	4,967		
			BRICK PAVERS		8,159		
				2 Fre	eak and Union Alley	42,160	
						Boden Haus	48,2
			Qualit	y Electric			
	2		Freak and Union Alley				
		26-0100	ELECT OPERATION & MAINT				
			Electrical	1.00 ea	24,336		
			ELECT OPERATION & MAINT		24,336		
				2 Fre	eak and Union Alley	24,336	
			Dec 414			Quality Electric	24,3
				/ork Ahead			
	2	01-5526	Freak and Union Alley TRAFFIC CONTROL				
			Traffic Control (Lane on Capitol/9th)	6.00 wk	10,914		
			TRAFFIC CONTROL		10,914		
				2 Fre	eak and Union Alley	10,914	
				210		Road Work Ahead	10,9
			Syringa	Networks			
	2		Freak and Union Alley				
		33-8126	COMMUNICATION VAULTS				
			Utilities Vault relocate	1.00 allo	4,000		
			COMMUNICATION VAULTS		4,000		
				2 Fre	ak and Union Alley	4,000	
						Syringa Networks	4,0
						ejiniga notnomo	-,-



CCDC Central District Renovation

Self Perform Work

GMP AMENDMENT 2 EXHIBIT H

	GUHO C	ORP			
1	8th Street Streetscapes				
02-4113	DEMO-SITE				
	Concrete /Paver Demo at Alley Approach	741.00 sf	1,623		
	DEMO-SITE		1,623		
32-1100	BASE COURSE				
	Road Base Section	741.00 sqft	1,571		
	BASE COURSE		1,571		
		1 8th Street	Streetscapes	3,194	
2	Freak and Union Alley				
02-4113	DEMO-SITE				
	Concrete Demo	6,103.00 sf	13,366		
	Concrete Demo	5,650.00 sf	12,374		
	DEMO-SITE		25,739		
26-0010	ELECTRICAL SUBCONTRACTOR				
	Trenching	270.00 lf	4,037		
	Trenching	230.00 lf	3,439		
	ELECTRICAL SUBCONTRACTOR		7,475		
26-5613	LIGHT POLES & STANDARDS				
	Light pole Labor (Set and Hang Cables)	1.00 ls	7,659		
	LIGHT POLES & STANDARDS		7,659		
32-1100	BASE COURSE				
	Road Base Section	6,103.00 sqft	12,938		
	Road Base Section	5,650.00 sqft	11,978		
	BASE COURSE		24,916		
32-1313	CONCRETE PAVING				
	Expansion Joint w/ Sealant (Bldg Face)	1,200.00 lf	3,000		
	Expansion Joint w/ Sealant (Exp. in Paving)	256.00 lf	640		
	CONCRETE PAVING		3,640		
33-4000	STORM DRAINAGE				
	Storm Drain Pipe from 0+11 to 1+14	103.00 lf	7,310		
	STORM DRAINAGE		7,310		
		2 Freak an	d Union Alley	76,739	
			-	Self- Perform \$	79

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GMP AMENDMENT 2

EXHIBIT I



CCDC Central District Renovation

GMP 2 Assumptions and Clarifications

General Conditions

- Construction will take place at the same time as 8th Street(March to June Construction)
- Utilize same staging yard duration

Traffic Control

- 8th Street Traffic Control will be in place during alley construction
- Lane Closures on 9th and Capitol Blvd
- Alley Closed to all traffic
- No deliveries in alley
- Monthly Parking Stalls will be displaced
 - o 12 Union Block
 - o 24 Freak Alley Block
- Monthly Parker will turn in parking expenses to property manager who will turn them in th CM/GC for reimbursement, allowance of \$150/mth/stall
- Construction Hours are Monday-Friday 6am to 6pm, Saturdays possible
- ACHD ROW Permit Included

Pavers and Hardscape

• Paver for alley approaches to be provided by CCDC from salvaged stock

Light Poles and Electrical

- o Alley Lighting feed from 8th St. Street lighting circuits
- Connection at nearest Light Pole Junction Box on 8th Street
- Electrical connection at columns to be determined with jurisdiction having authority
 - Preferred to run electrical runs internal in columns
 - Columns are not UL listed
- Stainless Steel cables with swageless termination ends with adjustment for proper tension.

<u>Misc. Items</u>

- Expansion joint material with Joint Sealant provided at building faces
- 56 Bollards
 - o 6" Rail Profile
 - o Sand Blasted and "rust" finish
- Relocation of Syringa Vaults
 - o Replace Vaults with new Precast Vault
- Replacement of Approach at 8th and Main Trash (740 sqft)
 - o Demo Existing Paver and Excavate
 - o 6" Gravel base Section
 - o 8" Concrete Wear Slab
 - o I Bricks Karnack to wear slab
- Patch Concrete at Vaults

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GMP AMENDMENT 2 EXHIBIT I

CCDC Central District Renovation

- Custom Storm Drain Cover
 - o Design TBD
 - o Match Size of ACHD Standard Type II SD 714

Owner Provided Items

- City of Boise Permit Fees
- Trash Services relocated and provided by City of Boise
 - o ROW Permits
 - o Traffic Control
 - o Trash Service Fees and Rentals
 - o Parking Fees

<u>Allowances</u>

- Testing and Inspections Services by Allwest
 - Subgrade Inspection
 - Compaction Tests
 - o Concrete Cylinders for Concrete Paving
- Parking Relocation- \$7,500
- Erosion and Sediment Control- \$1,200
- Underground Vault Retrofit- \$15,000
- Art Emblem Allowance- \$10,000
 - o Stainless Steel Emblems embedded in concrete at alley ends
 - Union Block Emblem 6' Round Logo
 - Freak Alley Galley 6" Tall Text

Material Procurement for Other Phases

<u>8th Street</u>

- 16 Flower Planters
- 10 Trash Receptacles
- Capitol Blvd Streetscapes
- (4) Trash Receptacles
- Central District Repair Work
- (11) Trash Receptacles

<u>Schedule</u>

- Coordination with Union Building Interior construction TBD based on their final schedule
- Fidelity Building Sewer Replacement and Waterproofing shall take place before alley construction

BI TO	GENERAL CONTRACTORS UR GENERATIONS STRONG* -SILNCE 1919.	E		I FREAK A -Construc	strict Renovation AND UNION ALLEY tion Schedule 5, 2017
-	Fask Name	Duration	Start	Finish	February March April May June July August 1/28 2/4 2/11 2/18 2/25 3/4 3/11 3/18 3/25 4/1 4/8 4/15 4/22 4/29 5/6 5/13 5/20 5/27 6/3 6/10 6/17 7/8 7/15 7/29 8/5 8/12 8/19 8 1 8 8 8 8 8 1 8 1 </th
1	8th Street Streetscapes	97 days	Thu 2/1/18	Fri 6/15/18	8th Street Streetscapes
46	Freak / Union Alley	92 days	Wed 1/31/18	Thu 6/7/18	Freak / Union Alley
47	Design / Pre-Construction	38 days	Wed 1/31/18	Fri 3/23/18	Design / Pre-Construction
64	Freak Alley Construction	35 days	Mon 3/26/18	Fri 5/11/18	Freak Alley Construction
65	Freak Alley Closed	34 days	Mon 3/26/18	Fri 5/11/18	Freak Alley Closed
58	Setup Fencing	1 day	Mon 3/26/18	Mon 3/26/18	Setup Fencing
59	Demo, Excavation and Gravel Prep	10 days	Tue 3/27/18	Mon 4/9/18	Demo, Excavation and Gravel Prep
70	Excavate Light Poles, Catch Basins, and Bollards	6 days	Tue 4/10/18	Tue 4/17/18	Excavate Light Poles, Catch Basins, and Bollards
71	Fiber Vault Adjustment	3 days	Fri 4/13/18	Tue 4/17/18	Fiber Vault Adjustment
72	Light pole Bases and Bollards	10 days	Fri 4/13/18	Thu 4/26/18	Light pole Bases and Bollards
73	Concrete Paving	5 days	Fri 4/27/18	Thu 5/3/18	Concrete Paving
74	Unit Pavers	6 days	Fri 5/4/18	Fri 5/11/18	Unit Pavers
75	Set Light Poles	2 days	Thu 5/10/18	Fri 5/11/18	Set Light Poles
76	Field Measure Light Poles	0 days	Fri 5/11/18	Fri 5/11/18	Field Measure Light Poles 5/11
77	Overhead Lighting	3 days	Mon 7/9/18	Wed 7/11/18	Overhead Lighting
78	Freak Alley Substantial Completion	0 days	Fri 5/11/18	Fri 5/11/18	Freak Alley Substantial Completion 🗸 5/11
79	Union Alley Construction	38 days	Tue 4/17/18	Thu 6/7/18	Union Alley Construction
30	Union Alley Closed	34 days	Tue 4/17/18	Mon 6/4/18	Union Alley Closed
83	Setup Fencing	1 day	Tue 4/17/18	Tue 4/17/18	Setup Fencing
84	Demo, Excavation, Strom Drain and Gravel Prep	10 days	Wed 4/18/18	Tue 5/1/18	Demo, Excavation, Strom Drain and Gravel Prep
85	Excavate Light Poles, Catch Basins, and Bollards	6 days	Wed 5/2/18	Wed 5/9/18	Excavate Light Poles, Catch Basins, and Bollards
36	Fiber Vault Adjustment	3 days	Thu 5/10/18	Mon 5/14/18	- Fiber Vault Adjustment
37	Concrete Catch Basins and Light pole Bases	10 days	Mon 5/7/18	Fri 5/18/18	Concrete Catch Basins and Light pole Bases
88	Concrete Paving	, 5 days	Mon 5/21/18	Fri 5/25/18	Concrete Paving
39	Unit Pavers	6 days	Mon 5/28/18	Mon 6/4/18	– Unit Pavers
90	Set Light Poles	2 days	Fri 6/1/18	Mon 6/4/18	Set Light Poles
91	Overhead Lighting	3 days	Tue 6/5/18	Thu 6/7/18	Overhead Lighting
92	Union Alley Substantial Completion	0 days	Mon 6/4/18	Mon 6/4/18	Union Alley Substantial Completion 💊 6/4
_	Capitol Blvd Streetscapes	123 days	Wed 2/28/18	Fri 8/17/18	Capi
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Page 1 OF 1

GENERAL NOTES

- A. FOR SPECIFICATIONS CONFORM TO THE CURRENT EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), THE ACHD SUPPLEMENT TO THE ISPWC, AND THE 2009 INTERNATIONAL PLUMBING CODE UNLESS OTHERWISE NOTED.
- 3. THE DRAWINGS INDICATE LOCATION, DIMENSIONS, REFERENCE, AND TYPICAL DETAILS OF CONSTRUCTION. THE DRAWINGS DO NOT INDICATE EVERY CONDITION - WORK NOT PARTICULARLY DETAILED SHALL BE OF CONSTRUCTION SIMILAR TO PARTS THAT ARE DETAILED.
- C. ALL LOT DIMENSION, EASEMENTS AND CERTAIN OFF-SITE EASEMENTS ARE TO BE TAKEN FROM THE PLAT.
- D. DO NOT SCALE DRAWINGS.
- E. FIGURED DIMENSIONS TAKE PRECEDENCE OVER SCALED DRAWINGS. WHERE DISCREPANCIES OCCUR, THEY SHALL BE REPORTED TO THE ENGINEER FOR RESOLUTION.
- . DETAILED DRAWINGS AND LARGER SCALE DRAWINGS TAKE PRECEDENCE OVER SMALLER SCALE DRAWINGS (IE 1"=10' TAKES PRECEDENCE OVER 1"=100').
- G. THE CONTRACTOR(S) SHALL REMOVE ALL OBSTRUCTIONS BOTH ABOVE AND BELOW GROUND, ÀS REQUIRED FOR THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. THIS SHALL INCLUDE CLEARING AND GRUBBING WHICH CONSISTS OF CLEARING THE GROUND SURFACE OF ALL TREES, STUMPS, BRUSH, UNDERGROWTH, HEDGES, HEAVY GROWTH OF GRASS OR WEEDS, FENCES, STRUCTURES, DEBRIS, RUBBISH, AND SUCH MATERIAL WHICH, IN THE OPINION OF THE ENGINEER. IS UNSUITABLE FOR THE FOUNDATION OF PAVEMENTS. ALL MATERIAL NOT SUITABLE FOR FUTURE USE ON SITE SHALL BE DISPOSED OF OFF SITE.
- H. THE CONTRACTOR SHALL MAINTAIN ALL DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL THE DRAINAGE IMPROVEMENTS ARE IN PLACE AND FUNCTIONING.
- ALL CONTRACTORS WORKING WITHIN THE PROJECT BOUNDARIES ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE SAFETY LAWS OF ANY JURISDICTIONAL BODY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR BARRICADES, SAFETY DEVICES AND CONTROL OF TRAFFIC WITHIN AND AROUND THE CONSTRUCTION AREA.
- ALL AC PAVEMENT SHALL BE CUT TO A NEAT STRAIGHT LINE PARALLEL OR PERPENDICULAR TO THE STREET CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING.
- K. THE CONTRACTOR(S) SHALL KEEP ALL AREAS OF CONSTRUCTION CLEAN AND FREE OF DEBRIS. AFTER CONSTRUCTION IS COMPLETE, THE GENERAL CONTRACTOR SHALL PROVIDE FINAL CLEAN UP.
- THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS FOR ACCURACY PRIOR TO COMMENCING WITH THE WORK. ANY DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
- M. THE CONTRACTOR SHALL CALL DIGLINE AND HAVE THE LOCATION OF EXISTING UTILITIES MARKED AT LEAST TWO WORKING DAYS PRIOR TO THE BEGINNING OF EXCAVATION. CONTACT OTHER UTILITY OWNERS WHICH DIGLINE DOES NOT MARK, TO HAVE THEM LOCATE THEIR FACILITIES.
- N. WHERE NO MATERIAL NOTES OCCUR, THE GRAPHIC MATERIAL INDICATION SHALL INDICATE MATERIAL TYPES AND ITEMS. SEE LEGEND ON THIS SHEET.
- O. ALL NEW CONSTRUCTION TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT ACCESSIBLE GUIDELINES (A.D.A.A.G). P. UNLESS OTHERWISE INDICATED ALL DRAWINGS, NOTES WHICH DO NOT READ
- "NIC". "EXISTING". "EXISTING TO REMAIN". OR "BY OTHERS" SHALL INDICATE NEW WORK WHICH SHALL BE CONTRACTOR FURNISHED AND CONTRACTOR INSTALLED.
- ALL MATERIALS FURNISHED ON OR FOR THE PROJECT MUST MEET THE MINIMUM REQUIREMENTS OF THE APPROVING AGENCIES OR AS SET FORTH HEREIN, WHICHEVER IS MORE RESTRICTIVE. CONTRACTORS MUST FURNISH PROOF THAT ALL MATERIALS INSTALLED ON THIS PROJECT MEET THIS REQUIREMENT IF REQUESTED BY THE AGENCY OR THE ENGINEER.
- R. ALL COSTS OF RETESTING PREVIOUSLY FAILED TESTS SHALL BE BACK CHARGED TO THE CONTRACTOR BY THE OWNER.
- ALL COSTS INCURRED IN CORRECTING DEFICIENT WORK SHALL BE TO THE CONTRACTOR. FAILURE TO CORRECT SUCH WORK WILL BE CAUSE FOR A STOP WORK ORDER AND POSSIBLE TERMINATION.
- THE CONTRACTOR IS RESPONSIBLE FOR FILING THE STORM WATER POLLUTION PREVENTION PLAN NOTICE OF INTENT (N.O.I.) PRIOR TO ANY CONSTRUCTION.
- J. ALL CONSTRUCTION ADDENDA, CHANGE ORDERS, OR DESIGN CLARIFICATIONS FOR THOSE ITEMS REGULATED BY THE CODES MUST BE SUBMITTED TO THE FIELD INSPECTOR FOR REVIEW AND APPROVAL PRIOR TO COMMENCING WITH ANY OF THE PROPOSED WORK RELATED TO THE FIELD CHANGE.
- /. CONTRACTOR SHALL WORK FROM AND HAVE ON SITE AT ALL TIMES ONLY STAMPED, AGENCY APPROVED, DRAWINGS FOR THIS PROJECT.
- W. IF FIELD GRADE ADJUSTMENTS ARE REQUIRED, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER.
- (. MANHOLE LIDS AND DRAINAGE STRUCTURES SHALL BE HS-25 TRAFFIC RATED.
- Y. ANY CHANGE FROM THE PLANS SHALL BE APPROVED BY THE ENGINEER. Z. EQUIPMENT AND MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.
- AA. IF A CONFLICT EXISTS BETWEEN THE PLANS, SPECIFICATIONS, OR SOILS REPORT, THE CONTRACTOR SHALL CONTACT THE ARCHITECT/ENGINEER FOR CLARIFICATION PRIOR TO CONSTRUCTION.
- AB. SEE LANDSCAPE DRAWINGS FOR LAWN, SHRUB AND TREE PLANTING AND IRRIGATION SYSTEM.
- AC. SEE SITE ELECTRICAL PLAN FOR SITE LIGHTING, POWER, AND COMMUNICATION.
- AD. THE CONTRACTOR SHALL SUBMIT A SET OF RECORD DRAWINGS TO THE ENGINEER WITHIN FIVE WORKING DAYS AFTER THE COMPLETION OF WORK. RECORD DRAWINGS SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE JURISDICTION HAVING AUTHORITY.
- AE. SITE GRADING AND PREPARATION, PAVEMENT THICKNESSES, AND MATERIAL SPECIFICATIONS SHALL CONFORM TO THE RECOMMENDATIONS OF THE SOILS REPORT FOR THIS SITE PREPARED BY ALLWEST TESTING & ENGINEERING, DATED OCTOBER 31, 2017, ALLWEST FILE NO. 517-407G, AND TITLED "LIMITED GEOTECHNICAL EVALUATION."
- AF. CONTRACTOR SHALL OBTAIN ALL PERMITS NECESSARY TO COMPLETE HIS WORK.
- AG. ALL EXITS SHALL BE OPENABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT. IBC 2012.
- AH. THE CONTRACTOR SHALL CALL DIGLINE (1-208-342-1585) AND HAVE THE LOCATION OF EXISTING UTILITIES MARKED AT LEAST TWO WORKING DAYS PRIOR TO THE BEGINNING OF EXCAVATION.

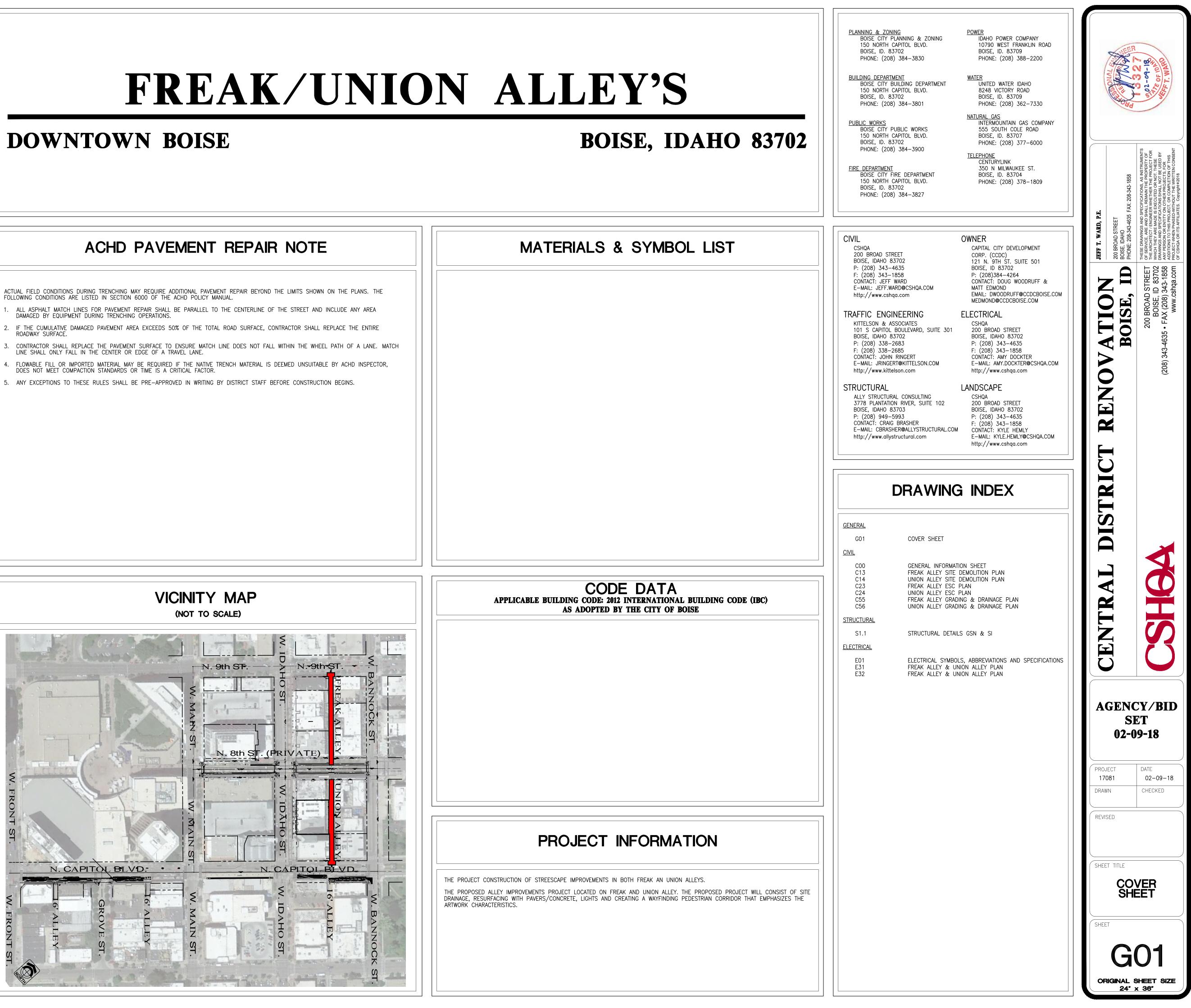
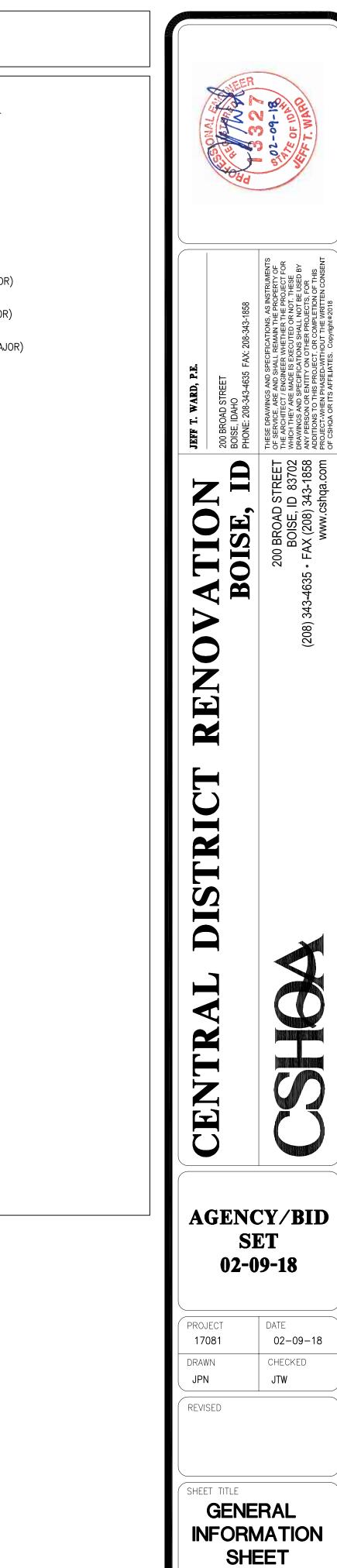


EXHIBIT A

ABBREVIATIONS

@	AT
AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
ASPH	ASPHALT
AWWA	AMERICAN WATER WORKS ASSOCIATION
BFTG	BOTTOM OF FOOTING
BLDG	BUILDING
BTM	BOTTOM
€	CENTERLINE
C	CURVE
CB	CATCH BASIN
CB/SB	CATCH BASIN/SEDIMENT BOX
CONC	CONCRETE
CSP	CORRUGATED STEEL PIPE
DEPT	DEPARTMENT
DEQ	DEPARTMENT OF ENVIRONMENTAL QUALITY
DESC	DESCRIPTION
DIA	DIAMETER
E	ELECTRICAL / EAST / EASTING
EG	EXISTING GRADE
ELEV	ELEVATION
ELL	ELBOW
EOP	EDGE OF PAVEMENT
EST	ESTIMATE
EW	EACH WAY
FDC	FIRE DEPARTMENT CONNECTION
FF	FINISH FLOOR ELEVATION
FG	FINISHED GRADE
FH	FIRE HYDRANT
FL	FLOWLINE
FOC	FACE OF CURB
FT	FEET
G	GAS
GALS	GALLONS
GALV	GALVANIZED
GB	GRADE BREAK
GPD	GALLONS PER DAY
GRND	GROUND
GRVL	GRAVEL
GRT	TOP OF GRATE
HDPE	HIGH DENSITY POLYETHYLENE
IE	INVERT ELEVATION
INV	INVERT
L	LENGTH / LINE
LF	LINEAR FEET
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
N	NORTH / NORTHING
NO.	NUMBER
NTS	NOT TO SCALE
OC	ON CENTER
OWS	OIL WATER SEPARATOR
PC PCC PERF PIV PL PRC PS PT PVC PVMT	POINT OF CURVATURE PORTLAND CEMENT CONCRETE POLYETHYLENE PERFORATED POST INDICATOR VALVE PROPERTY LINE POINT OF REVERSE CURVATURE PRESSURIZED SEWER POINT OF TANGENCY POLYVINYLCHORIDE PAVEMENT
QUAN	QUANTITY
R	RADIUS
RE:	REFER TO
ROW	RIGHT OF WAY
S SCH SDCO SDMH SDWK SQ FT SS SSCO SSMH	SOUTH SCHEDULE STORM DRAIN STORM DRAIN CLEANOUT STORM DRAIN MANHOLE SIDEWALK SQUARE FEET SANITARY SEWER SANITARY SEWER CLEANOUT SANITARY SEWER MANHOLE
T	TELEPHONE
TBC	TOP BACK OF CURB
TC	TOP OF CONCRETE
TD	TRENCH DRAIN
TDH	TOTAL DYNAMIC HEAD
TMC	TOP OF MOUNTABLE CURB
TOC	TOP OF CURB
TOW	TOP OF WALL
TYP	TYPICAL
W	WATER / WEST
W/	WITH
WV	WATER VALVE



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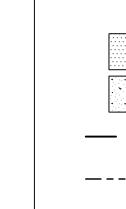
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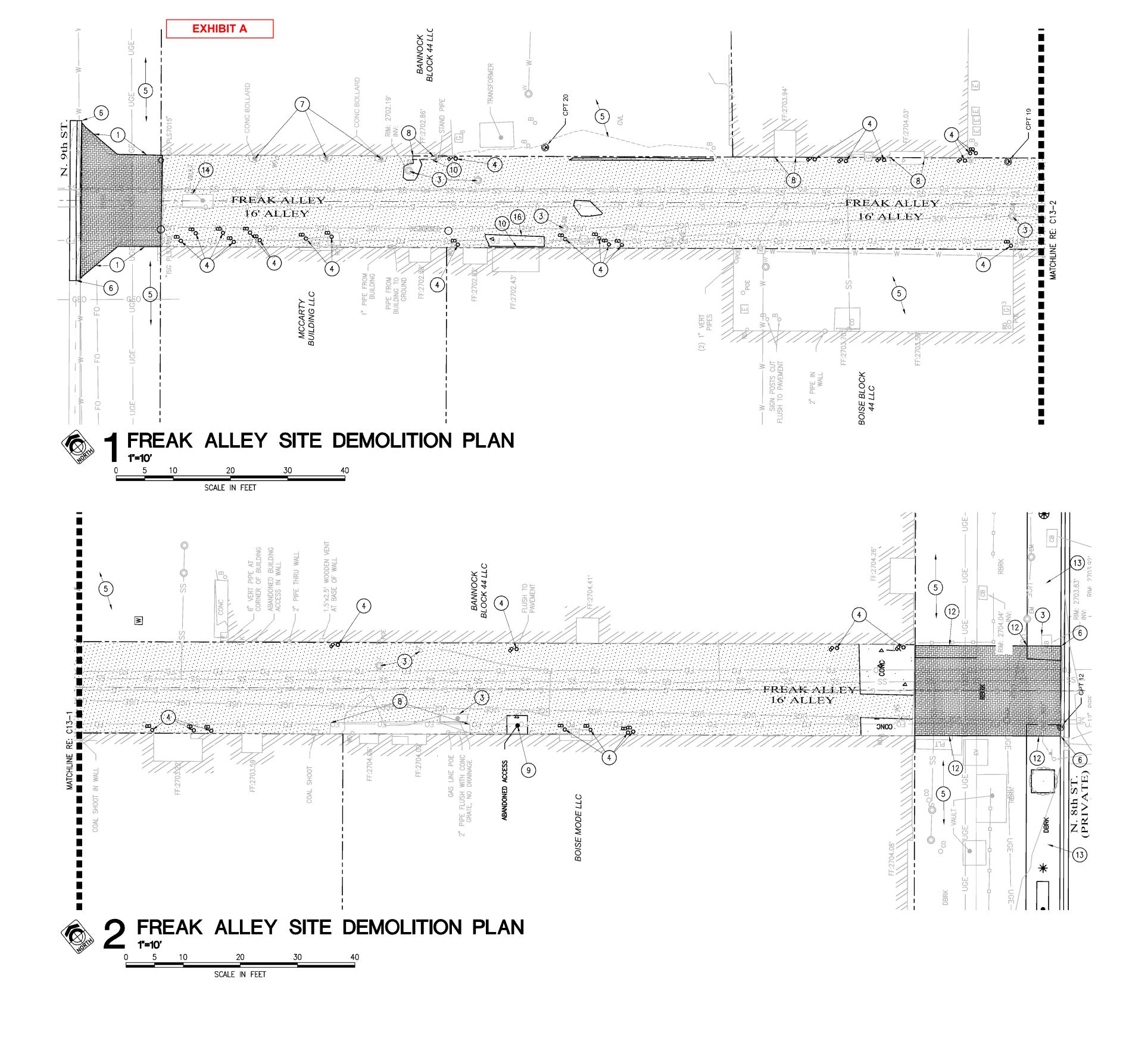
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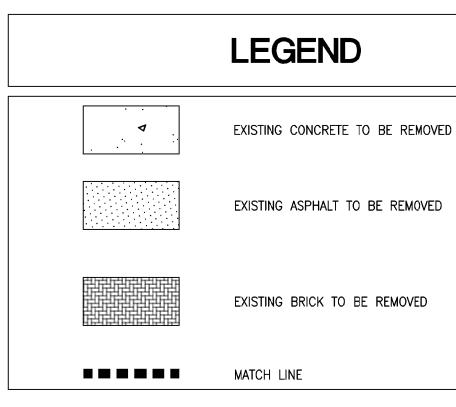
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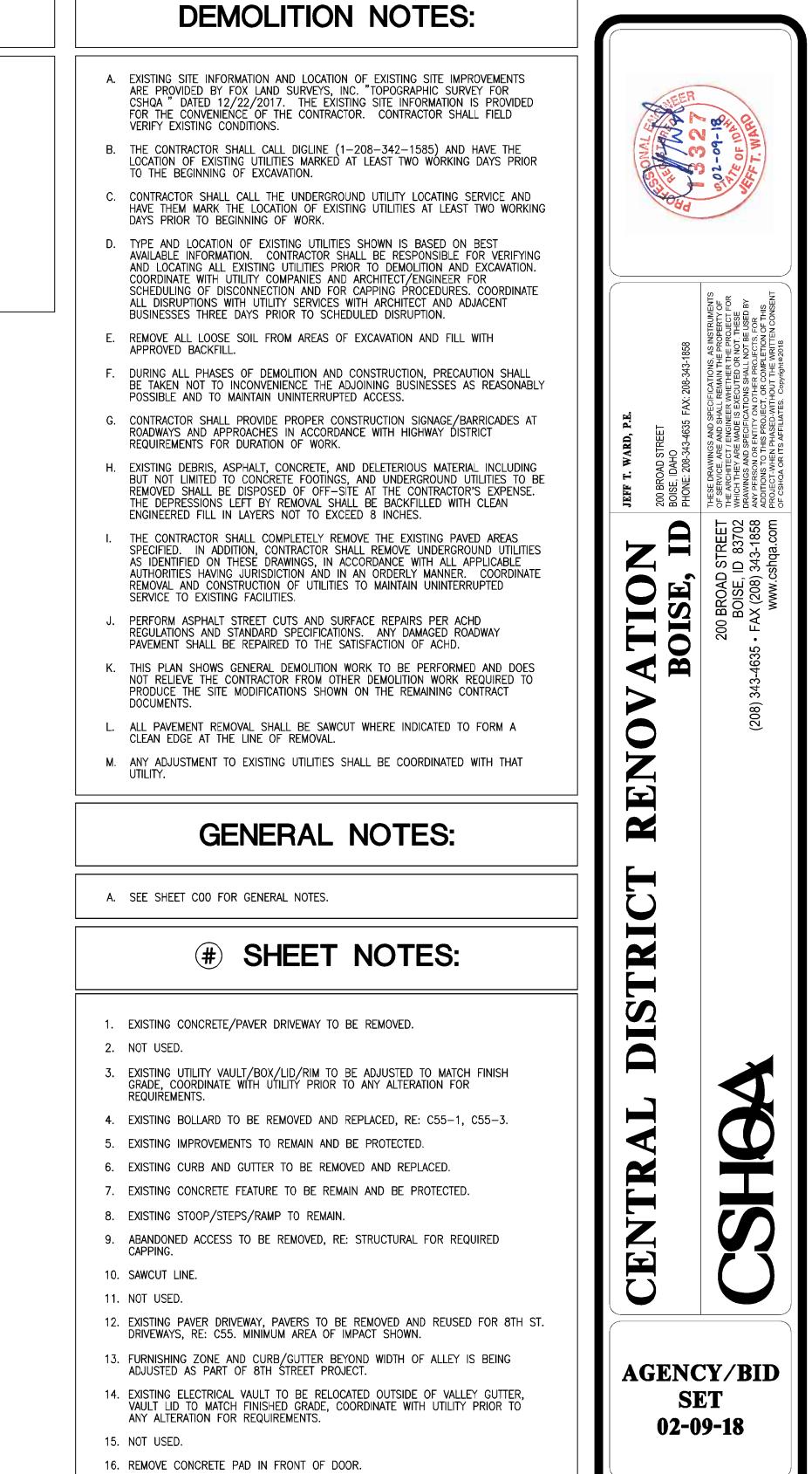
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ACCESSIBLE PARKING SYMBO
SIGN
BIKE RACK
LUMINAIRE
ELECTRICAL TRANSFORMER
STORM WATER LINE
STORM WATER MANHOLE
STORM WATER CLEANOUT
CATCH BASIN
OIL WATER SEPARATOR
SANITARY SEWER LINE
SANITARY SEWER MANHOLE
SANITARY SEWER CLEANOUT
WATER LINE
WATER METER
WATER VALVE
FIRE HYDRANT
GAS LINE
COMMUNICATION LINE
ELECTRICAL LINE









17. NOT USED.

FREAK ALLEY DEMO PLAN

SHEET TITLE

PROJECT

17081

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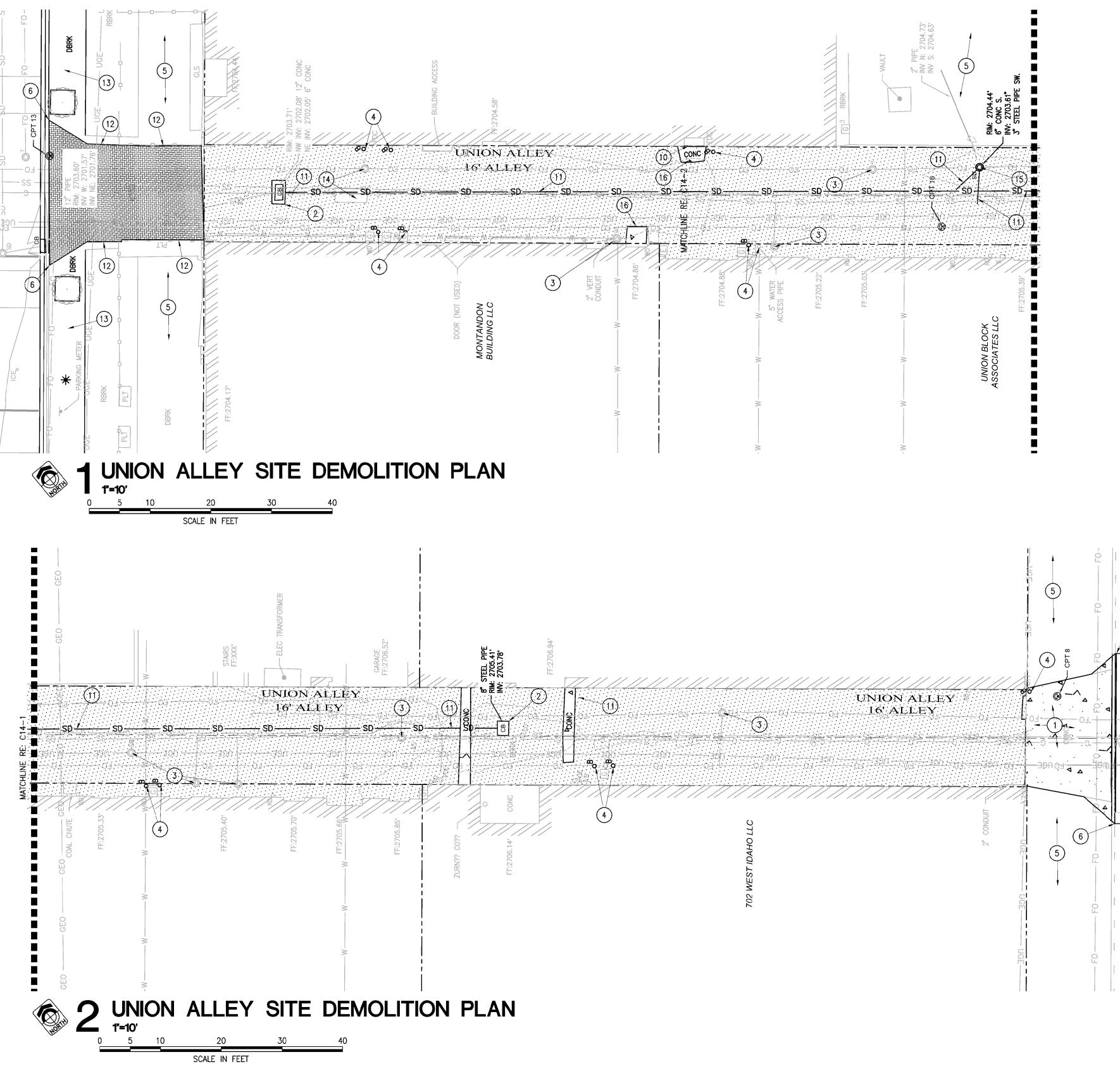
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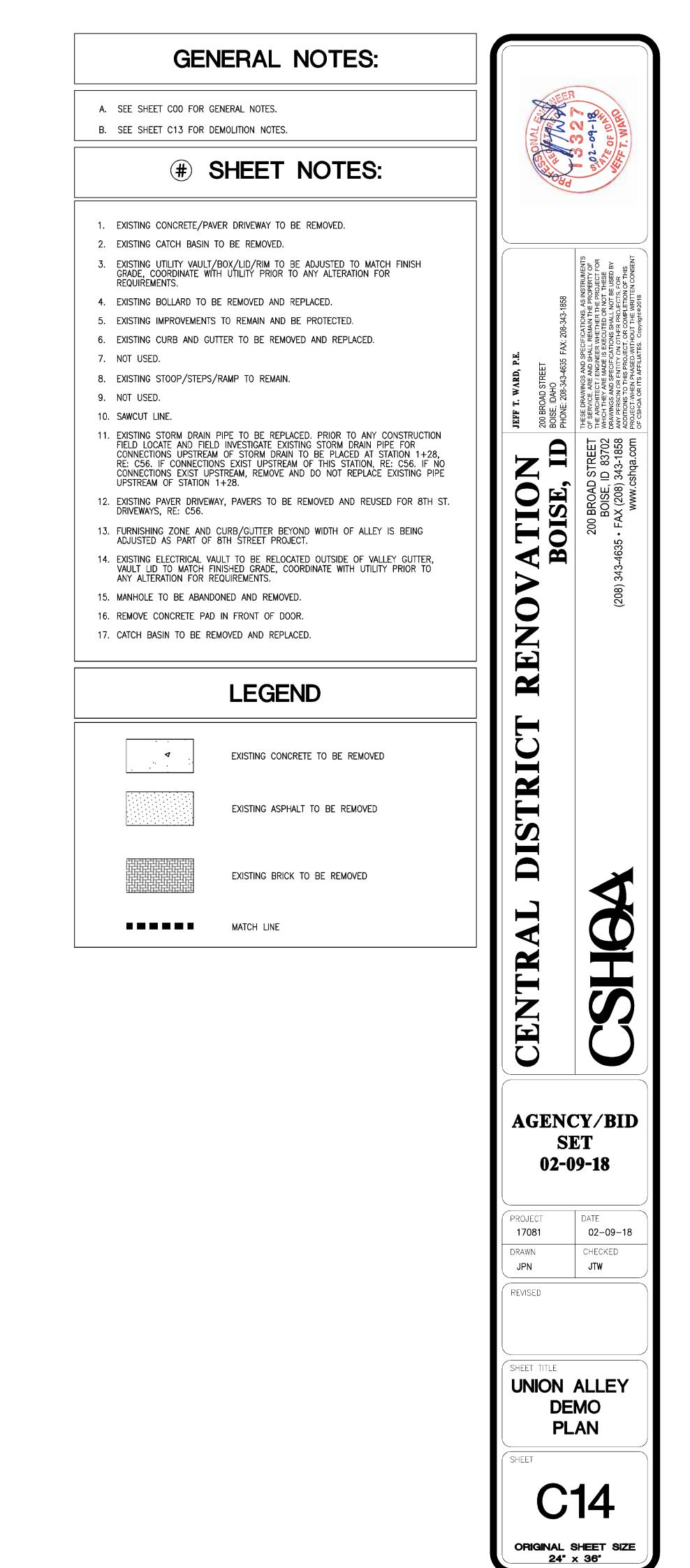
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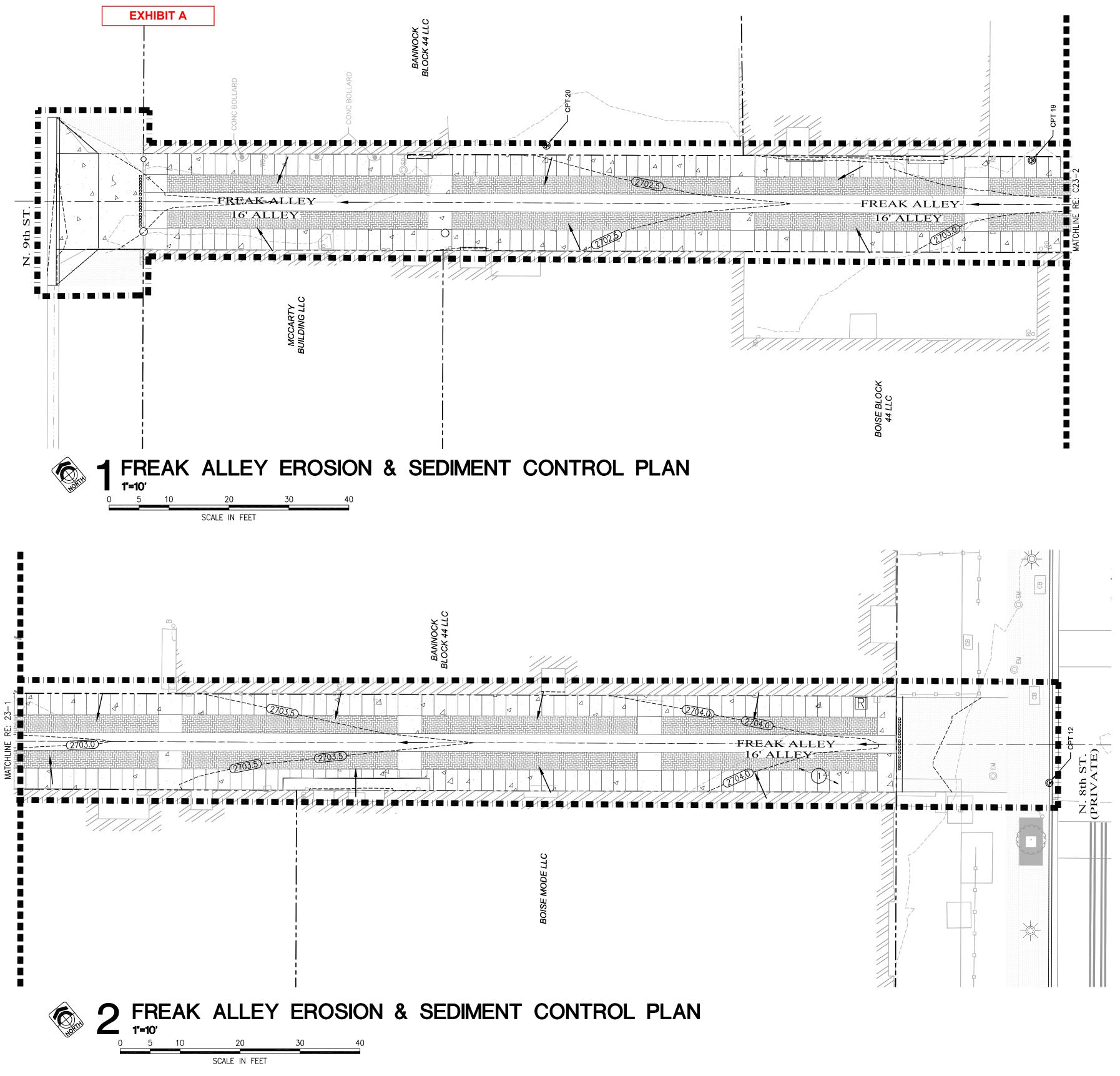
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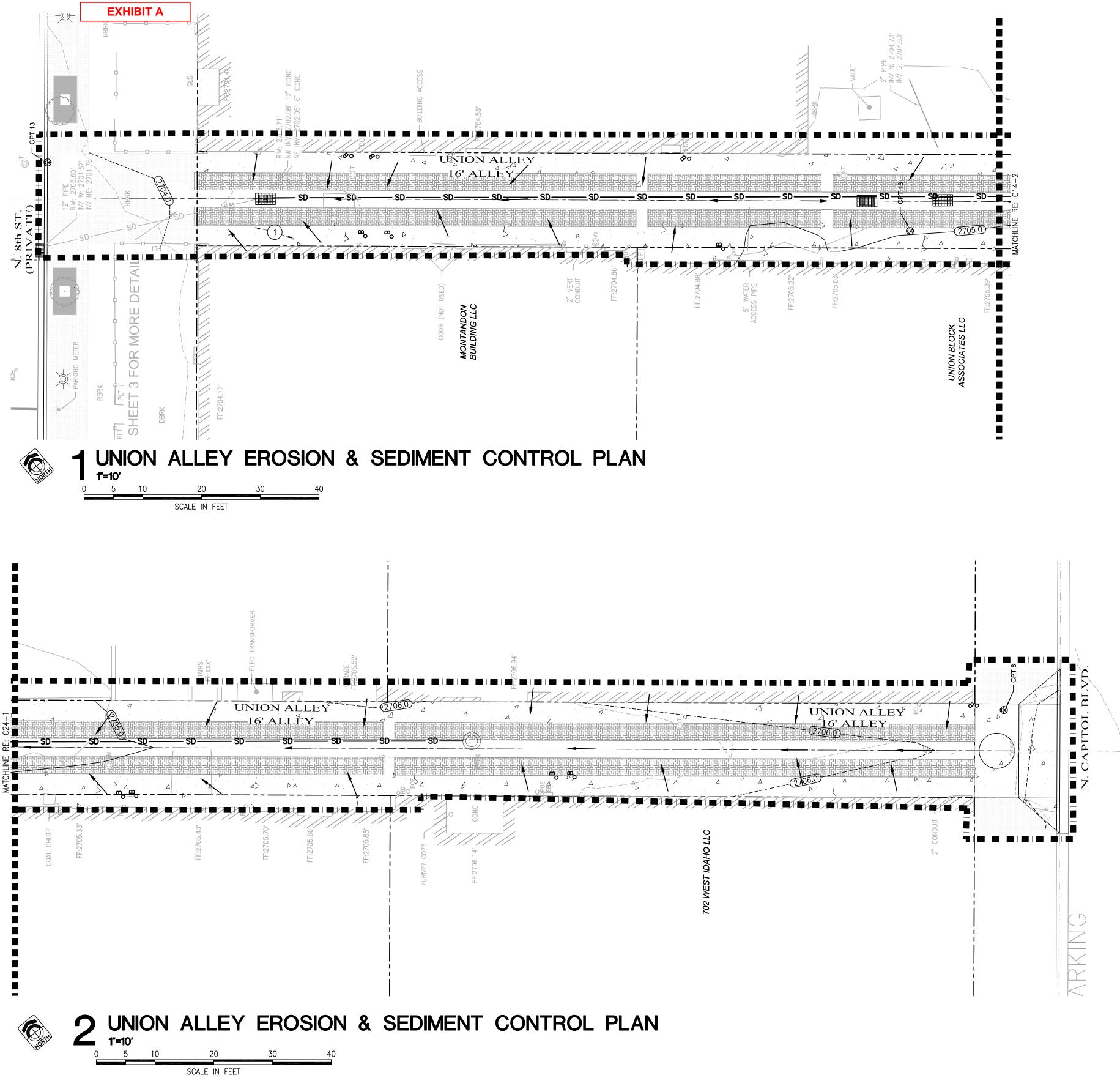






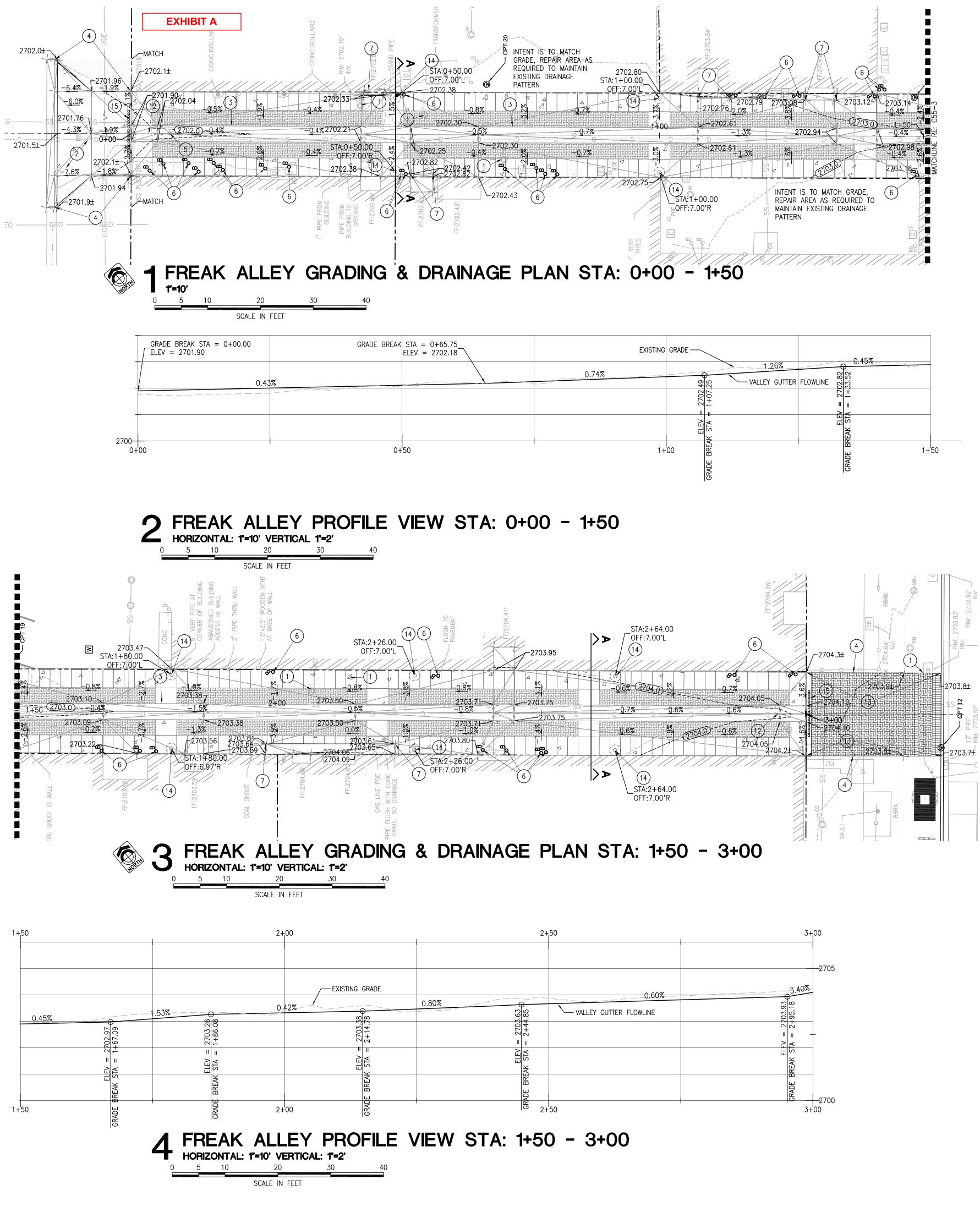
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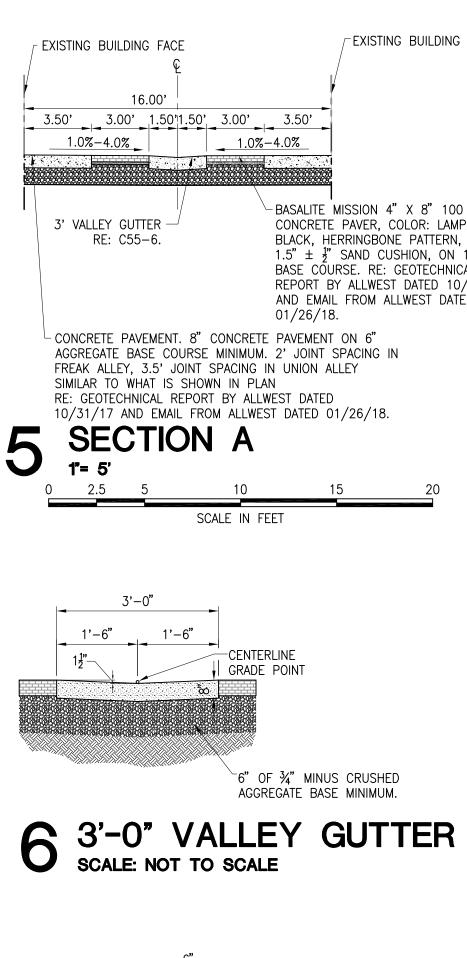
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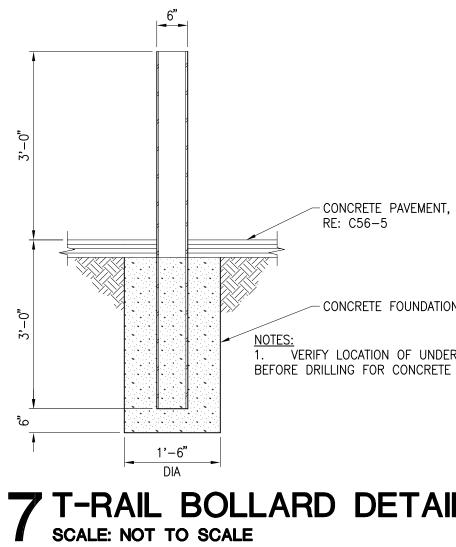


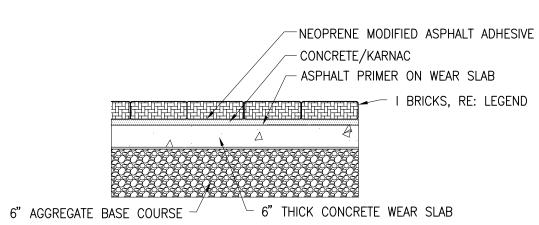
ALL WORK ASSOCIATED WITH STABILIZING THE DISTURBED AREAS SHALL BE IN ACCORDANCE WITH THE CITY OF BOISE CONSTRUCTION SITE EROSION CONTROL & SEDIMENT CONTROL PROGRAM AND FIELD MANUAL.
CONTRACTOR OR DESIGNATED PERSON SHALL BE RESPONSIBLE FOR PROPER INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES, IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS.
THE IMPLEMENTATION OF THESE EROSION AND SEDIMENT CONTROL PLANS AND CONSTRUCTION, MAINTENANCE, REPLACEMENT, AND UPGRADING OF THESE EROSION AND SEDIMENT CONTROL PLAN FACILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ALL CONSTRUCTION IS COMPLETED AND APPROVED BY THE LOCAL JURISDICTION, AND VEGETATION/LANDSCAPING IS ESTABLISHED. THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTENANCE AFTER THE PROJECT IS APPROVED.
THE BOUNDARIES OF THE CLEARING LIMITS SHOWN ON THIS PLAN SHALL BE CLEARLY MARKED IN THE FIELD PRIOR TO CONSTRUCTION. DURING THE CONSTRUCTION PERIOD, NO DISTURBANCE BEYOND THE CLEARING LIMITS SHALL BE PERMITTED. THE MARKINGS SHALL BE MAINTAINED BY THE CONTRACTOR FOR THE DURATION OF CONSTRUCTION.
THE EROSION AND SEDIMENT CONTROL FACILITIES SHOWN ON THIS PLAN MUST BE CONSTRUCTED IN CONJUNCTION WITH ALL CLEARING AND GRADING ACTIVITIES, AND IN SUCH A MANNER AS TO INSURE THAT SEDIMENT AND SEDIMENT LADEN WATER DOES NOT ENTER THE DRAINAGE SYSTEM, ROADWAYS, ADJACENT OPEN WATER SURFACES OR VIOLATE APPLICABLE WATER STANDARDS.
THE EROSION AND SEDIMENT CONTROL FACILITIES SHOWN ON THIS PLAN ARE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING CONSTRUCTION PERIOD, THESE EROSION AND SEDIMENT CONTROL FACILITIES SHALL BE UPGRADED AS NEEDED FOR UNEXPECTED STORM EVENTS AND TO ENSURE THAT SEDIMENT AND SEDIMENT LADEN WATER DOES NOT LEAVE THE SITE.
ALL CATCH BASINS AND CONVEYANCE LINES SHALL BE CLEANED PRIOR TO PAVING. THE CLEANING OPERATIONS SHALL NOT FLUSH SEDIMENT-LADEN WATER INTO THE DOWNSTREAM SYSTEM.
STORM DRAIN INLETS, BASINS, AND AREA DRAINS SHALL BE PROTECTED UNTIL PAVEMENT SURFACES ARE COMPLETED AND/OR VEGETATION IS RE-ESTABLISHED.
PAVEMENT SURFACES AND VEGETATION ARE TO BE PLACED AS RAPIDLY AS POSSIBLE. CONCRETE WASHOUT MUST BE CONTAINED IN AN ABOVE GROUND CONTAINER PER
IDEQ STORM WATER BMP #13. DCKPILED TOPSOIL NOTES:
STOCKPILES SHALL BE STABILIZED (WITH PLASTIC COVERING OR OTHER APPROVED DEVICE) DAILY BETWEEN NOVEMBER 1 AND MARCH 31.
IN ANY SEASON, SEDIMENT LEACHING FROM STOCKPILES MUST BE PREVENTED.
ORM WATER NOTES: OPERATORS ARE RESPONSIBLE TO PREPARE AND FILE A NOTICE OF INTENT (NOI) AS REQUIRED BY THE EPA AND DEVELOP A PROJECT SPECIFIC STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF BOISE STANDARDS AND THE CITY OF BOISE CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL PROGRAM AND FIELD MANUAL.
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THE CONTRACTOR SHALL CALL DIGLINE (1–208–342–1585) AND HAVE THE LOCATION OF EXISTING UTILITIES MARKED A MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATIONS.
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IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN STREET USE AND OTHER RELATED OR REQUIRED PERMITS PRIOR TO ANY CONSTRUCTION ACTIVITY IN THE MUNICIPALITY'S RIGHT-OF-WAY. IT SHALL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL ABIDE BY ALL REQUIREMENTS FOR TRAFFIC CONTROL AND SAFETY WHEN WORKING IN THE ROAD RIGHT-OF-WAY.
AT NO TIME SHALL MORE THAN ONE-HALF (1/2) FOOT OF SEDIMENT BE ALLOWED TO ACCUMULATE WITHIN A PROTECTED CATCH BASIN. ALL CATCH BASINS AND CONVEYANCE LINES SHALL BE CLEANED PRIOR TO PROJECT COMPLETION. THE CLEANING OPERATION SHALL NOT FLUSH SEDIMENT-LADEN WATER INTO THE DOWNSTREAM SYSTEM.
GENERAL NOTES:
A. SEE ESC NARRATIVE FOR IDEQ STORM WATER BMPS #31, #34, AND #35. B. CONSTRUCTION PARKING SHALL BE LOCATED ON EXISTING FACILITIES.
LEGEND:
AREA OF ACTIVE CONSTRUCTION/CONTRACT LIMIT LINE
PORTABLE TOILET, RE: C23 FOR LOCATION IN FREAK ALLE
SHEET NOTES:
1. DESIGNATED AREA FOR WASHOUTS.
EROSION AND SEDIMENT CONTRO
JEFF WARD CON07-00082 license number

JEFF T. WARD, P.E.	200 BROAD STREET BOISE, IDAHO PHONE: 208-343-4635 FAX: 208-343-1858	THESE DRAWINGS AND SPECIFICATIONS, AS INSTRUMENTS OF SERVICE. ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT / ENGINEER WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. THESE DRAWINGS AND SPECIFICATIONS SHALL NOT BE USED BY ANY PERSON OR ENTITY ON OTHER PROJECTS, FOR ADDITIONS TO THIS PROJECT, OR COMPLETION OF THIS PROJECT-WHEN PHASED-WITHOUT THE WRITTEN CONSENT OF CSHQA OR ITS AFFILIATES. CODYRIGHt®2018
NOITA VONJA TOLATON	BOISE, ID	200 BROAD STREET BOISE, ID 83702 (208) 343-4635 • FAX (208) 343-1858 www.cshqa.com
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PRO. 17 DRAV JP REVI	081 VN N	DATE 02-09-18 CHECKED JTW
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	GENERAL NOTES	
FACE D MM P , ON 13" CAL	 A. FOR GENERAL NOTES SEE DRAWING COO. B. ALL WORK IN ROW SHALL BE IN ACCORDANCE WITH CURRENT ACHD STANDARDS AND THE ISPWC STANDARDS. NO EXCEPTIONS TO DISTRICT POLICY, STANDARDS, AND THE ISPWC WILL BE ALLOWED UNLESS SPECIFICALLY AND PREVIOUSLY APPROVED IN WRITING BY THE DISTRICT. C. ANY CHANGE FROM THE PLANS SHALL BE APPROVED BY THE ENGINEER. D. ALL ASPHALT REPAIR PER ISPWC SD-301, SD-303, AND SD-806. E. IF FIELD GRADE ADJUSTMENTS ARE REQUIRED, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER. F. THE MAXIMUM CROSS SLOPE OF ANY SIDEWALK OR RAMP SHALL BE 2%. G. UNLESS ELEVATIONS AND/OR CONTOURS ARE OTHERWISE SHOWN, NEW ASPHALT MUST BE PLACED TO ALLOW FOR POSITIVE DRAINAGE TO CURB, GUTTER, AND OTHER RUNOFF COLLECTION DEVICES. NEW ASPHALT SLOPE TO BE MIN. 1.5% AND MAX. 5%, UNLESS OTHERWISE INDICATED OR DIRECTED BY THE 	ALLER CALLER CAL
D/31/17 ED	AND MAX. 5%, UNLESS OTHERWISE INDICATED OR DIRECTED BY THE ARCHITECT/ENGINEER. H. THE EXISTING SITE INFORMATION IS PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS. I. REFER TO TOPOGRAPHIC SURVEY FOR PROJECT BENCHMARK. J. REFER TO ELECTRICAL PLANS FOR LIGHTING INFORMATION.	P.E. P.E. 335 FAX: 208-343-1858 335 FAX: 208-343-1858 bis FAX: 208-343-1858 bis specifications, as instruments bis specifications, a
	GRADING NOTE:	JEFF T. WARD, P.E. 200 BROAD STREET BOISE, IDAHO PHONE: 208-343-4635 1 PHONE: 208-343-4635 1 THESE DRAWINGS AND SHORE THESE DRAWINGS AND SHORE WHICH THEY ARE MADE IS WHICH THEY ARE MADE IS WHICH THEY ARE MADE IS WHICH THEY ARE MADE IS OF SERVICE, ARE AND SHORE WHICH THEY ARE MADE IS DE CORPORE TO THIS PROJECTION OF CSHOA OR ITTS AFFILIAN
	IT IS THE GENERAL INTENT TO MATCH THE EXISTING GRADE ELEVATION AT BUILDING FACE, STOOP, OR EXISTING AREA NOT A PART OF THIS PROJECT AND GRADE TO MEET DESIGN VALLEY GUTTER ELEVATION.	
	BID NOTE:	TION DISE, ID 200 BROAD STREET BOISE, ID 83702 • FAX (208) 343-1858 www.cshqa.com
	ASSUME 32 BOLLARDS WILL BE PLACED IN FREAK ALLEY. PROVIDE A UNIT COST PER BOLLARD WITH BID. NUMBER OF BOLLARDS WILL BE DETERMINED IN THE FIELD DURING CONSTRUCTION.	BOI BOI 20(208) 343-4635 • F
	(#) SHEET NOTES:	
SECTION	 ADJUST EXISTING UTILITY BOX/LID/RIM TO MATCH FINISH GRADE. COORDINATE WITH UTILITY PRIOR TO ANY ALTERATION FOR REQUIREMENTS. DRIVEWAY PER THE ACHD SUPPLEMENT TO THE ISPWC SD-710. 3' WIDE VALLEY GUTTER, RE: C55-6. MATCH ELEVATION AT PROJECT BOUNDARY. EXISTING ELECTRICAL VAULT TO BE RELOCATED OUTSIDE OF VALLEY GUTTER, VAULT LID TO MATCH FINISHED GRADE, COORDINATE WITH UTILITY PRIOR TO ANY ALTERATION FOR REQUIREMENTS. T RAIL BOLLARD, RE: C55-7. PLACE NEW CONCRETE PAVEMENT AGAINST STEP/STEPS/LANDING/RAMP. NOT USED. NOT USED. NOT USED. 	DISTRICT REN
Τ,	11. NOT USED. 12. TRANSITION VALLEY GUTTER OVER 5' TO MATCH ELEVATIONS SHOWN AT	
ON ERGROUND UTILITIES TE FOUNDATION.	SIDEWALK. 13. REPAIR BRICK DRIVEWAY, EXISTING I BRICKS TO BE REUSED, RE: C55–8. 14. LOCATION OF COLUMN FOR OVERHEAD LIGHTING, RE: S1.1. 15. INSET SIGNAGE, RE: C56–7. FINAL LOCATION AND NUMBER OF INSTANCES TO BE DETERMINED BY OWNER.	
	LEGEND:	
IL	OWNER PROVIDED BRICKS	
	97.17 PAVEMENT/CONCRETE/PAVER ELEVATION UNLESS OTHERWISE NOTED	AGENCY/BID SET 02-09-18

PROJECT

17081

DRAWN

JPN

REVISED

SHEET TITLE

SHEET

FREAK ALLEY

GRADING &

DRAINAGE PLAN

C55

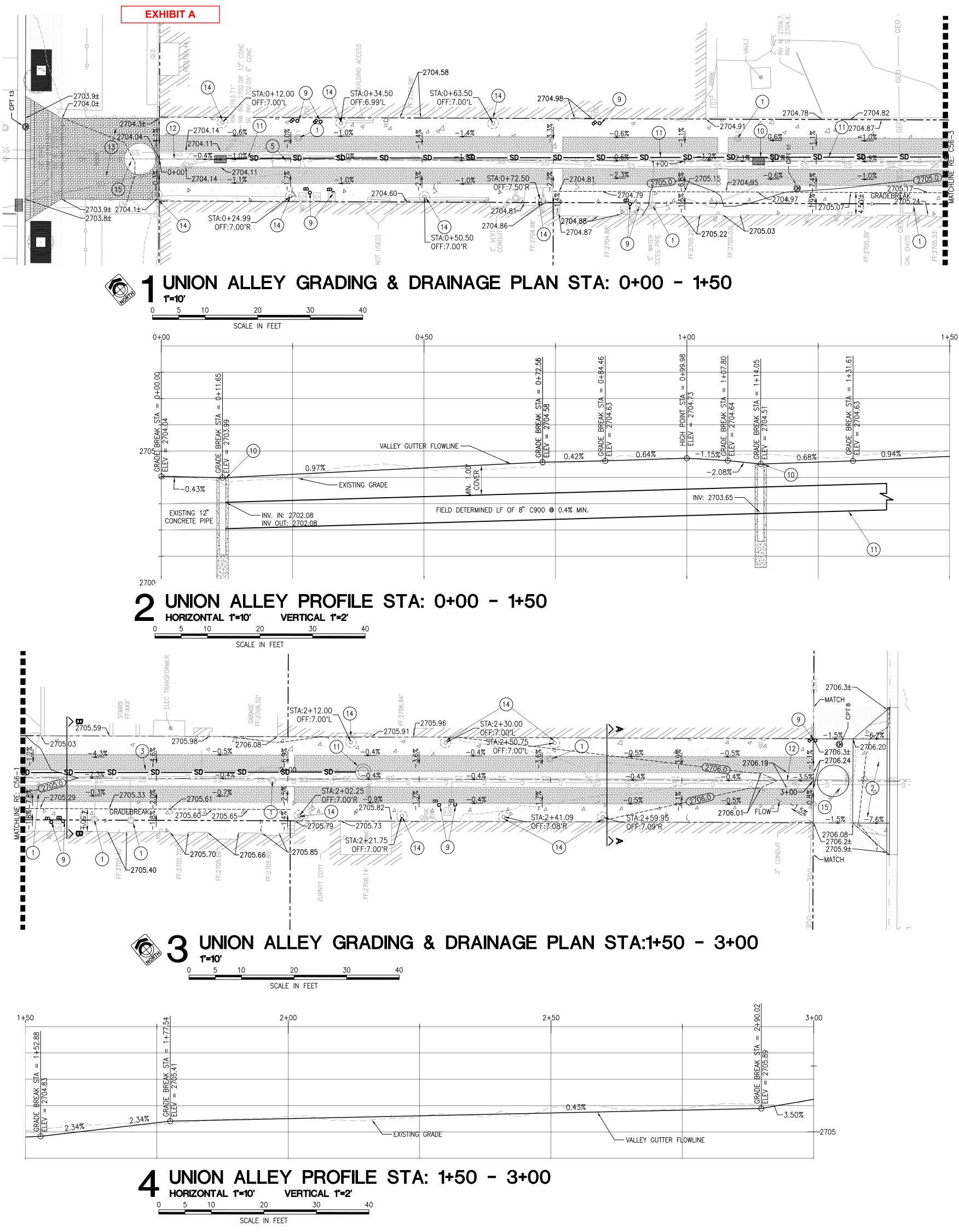
ORIGINAL SHEET SIZE 24" x 36"

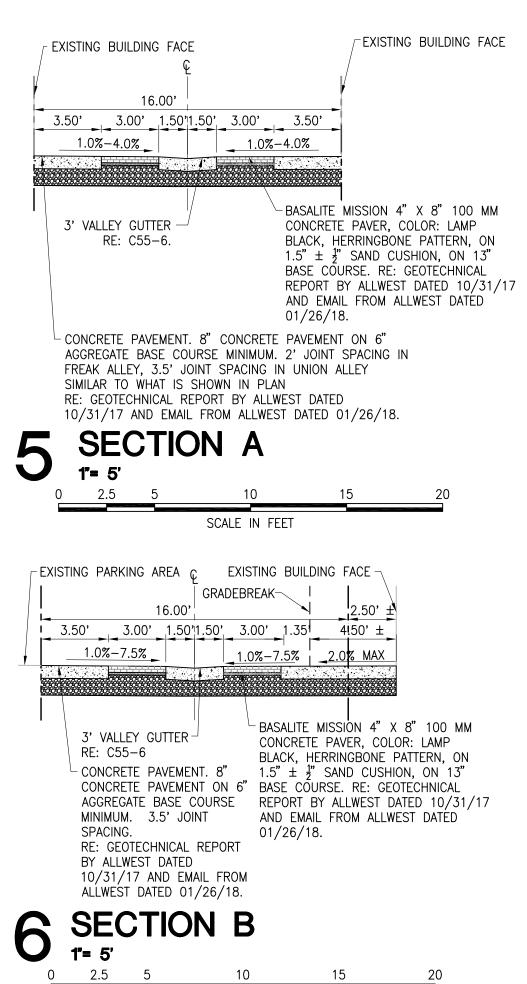
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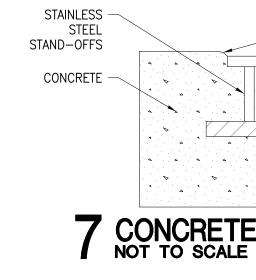
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JTW









GENERAL NOTES

A. FOR GENERAL NOTES SEE DRAWING COO.

- B. ALL WORK IN ROW SHALL BE IN ACCORDANCE WITH CURRENT ACHD STANDARDS AND THE ISPWC STANDARDS. NO EXCEPTIONS TO DISTRICT POLICY, STANDARDS, AND THE ISPWC WILL BE ALLOWED UNLESS SPECIFICALLY AND PREVIOUSLY APPROVED IN WRITING BY THE DISTRICT.
- C. ANY CHANGE FROM THE PLANS SHALL BE APPROVED BY THE ENGINEER.
- D. ALL ASPHALT REPAIR PER ISPWC SD-301, SD-303, AND SD-806.
- E. IF FIELD GRADE ADJUSTMENTS ARE REQUIRED, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER.
- F. THE MAXIMUM CROSS SLOPE OF ANY SIDEWALK OR RAMP SHALL BE 2%.
- G. UNLESS ELEVATIONS AND/OR CONTOURS ARE OTHERWISE SHOWN, NEW ASPHALT MUST BE PLACED TO ALLOW FOR POSITIVE DRAINAGE TO CURB, GUTTER, AND OTHER RUNOFF COLLECTION DEVICES. NEW ASPHALT SLOPE TO BE MIN. 1.5% AND MAX. 5%, UNLESS OTHERWISE INDICATED OR DIRECTED BY THE ARCHITECT/ENGINEER.
- H. THE EXISTING SITE INFORMATION IS PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS.
- I. REFER TO TOPOGRAPHIC SURVEY FOR PROJECT BENCHMARK. J. REFER TO ELECTRICAL PLANS FOR LIGHTING INFORMATION.

GRADING NOTE:

IT IS THE GENERAL INTENT TO MATCH THE EXISTING GRADE ELEVATION AT BUILDING FACE, STOOP, OR EXISTING AREA NOT A PART OF THIS PROJECT AND GRADE TO MEET DESIGN VALLEY GUTTER ELEVATION.

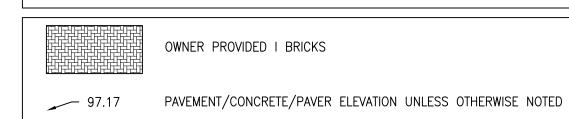
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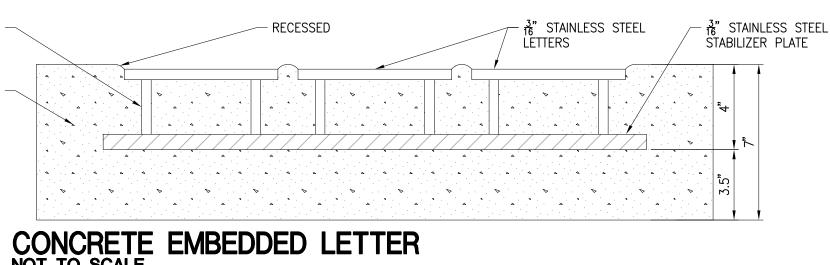
ASSUME 12 BOLLARDS WILL BE PLACED IN UNION ALLEY. PROVIDE A UNIT COST PER BOLLARD WITH BID. NUMBER OF BOLLARDS WILL BE DETERMINED IN THE FIELD DURING CONSTRUCTION.

③ SHEET NOTES:

- . ADJUST EXISTING UTILITY BOX/LID/RIM TO MATCH FINISH GRADE. COORDINATE WITH UTILITY PRIOR TO ANY ÁLTERATION FOR REQUIREMENTS.
- 2. DRIVEWAY PER THE ACHD SUPPLEMENT TO THE ISPWC SD-710.
- 3. 3' WIDE VALLEY GUTTER, RE: C55-6.
- 4. NOT USED.
- 5. EXISTING ELECTRICAL VAULT TO BE RELOCATED OUTSIDE OF VALLEY GUTTER, VAULT LID TO MATCH FINISHED GRADE, COORDINATE WITH UTILITY PRIOR TO ANY ALTERATION FOR REQUIREMENTS.
- 6. NOT USED.
- 7. NOT USED. 8. NOT USED.
- 9. BOLLARD, RE: C55-7.
- 10. CATCH BASIN TYPE III PER THE ACHD SUPPLEMENT TO THE ISPWC SD-603 WITH CUSTOM GRATE TO BE SELECTED BY OWNER.
- 11. 8" C900 PIPE TO BE PLACED IN EXACT LOCATION AS EXISTING STORM DRAIN FIELD INVESTIGATE EXISTING PIPE FOR CONNECTIONS UPSTREAM OF CATCH BASIN TO BE PLACED AT STATION 1+14. IF CONNECTIONS EXIST EXTEND THE PIPE AS REQUIRED TO REESTABLISH THE CONNECTIONS AND MAINTAIN EXISTING DRAINAGE PATTERNS. INSTALL A SHALLOW MANHOLE PER ISPWC SD-615 AT UPSTREAM TERMINATION OF LINE. FIELD DETERMINE LOCATION ALONG PIPE ALIGNMENT WHERE MANHOLE PLACEMENT CAN BE ACCOMODATED
- 12. TRANSITION VALLEY GUTTER OVER 5' TO MATCH ELEVATIONS SHOWN AT SIDEWALK.
- 13. REPAIR BRICK DRIVEWAY, EXISTING I BRICKS TO BE REUSED, RE: C55-8.
- 14. LOCATION OF COLUMN FOR OVERHEAD LIGHTING RE: S1.1. 15. INSET SIGNAGE, RE: C56-7. FINAL LOCATION AND NUMBER OF INSTANCES TO BE DETERMINED BY OWNER.

LEGEND:





HE PROPERTY THE PROJECT I NOT UNT THESE NOT BE USED DJECTS, FOR S AND SF AND SH AND SH ENGINE MADE IS PECIFIC Ŀ. 2 M T EET 702 858 8 $\mathbb{K} \otimes \mathbb{Z}$ S D 2 0 \mathbf{v} ш× 10 \mathbf{m} H 7 TR Z H AGENCY/BID SET 02-09-18 PROJECT DATE 17081 02-09-18 CHECKED DRAWN JTW JPN REVISED SHEET TITLE UNION ALLEY **GRADING &** DRAINAGE PLAN SHEET C56

ORIGINAL SHEET SIZE 24" x 36"

EXHIBIT A GENERAL STRUCTURAL NOTES (G.S.N.)

GENERAL

THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE STARTING WORK. THE STRUCTURAL ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCY. THESE STRUCTURAL DRAWINGS ARE INTENDED TO PRESENT SUFFICIENT DIMENSIONS TO INDICATE MAJOR PLAN SIZES AND TO LOCATE PRIMARY STRUCTURAL COMPONENTS. THE CONTRACTOR SHALL COORDINATE LOCATION OF ELEMENTS RELATED TO OTHER DISCIPLINES. USE DETAILS MARKED "TYPICAL" WHEREVER APPLICABLE. CHANGES, OMISSIONS OR SUBSTITUTIONS ARE NOT PERMITTED WITHOUT THE WRITTEN APPROVAL OF THE STRUCTURAL ENGINEER. REFER TO SPECIFICATIONS FOR FURTHER REQUIREMENTS. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE 2015 INTERNATIONAL BUILDING CODE (IBC). THE DESIGN, ADEQUACY AND SAFETY OF ERECTION BRACING, SHORING, TEMPORARY SUPPORTS, ETC., IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR, AND HAS NOT BEEN CONSIDERED BY THE STRUCTURAL ENGINEER. OBSERVATION VISITS TO THE SITE BY THE STRUCTURAL ENGINEER SHALL NOT INCLUDE INSPECTION OF THE ABOVE ITEMS.

SHOP DRAWINGS

SHOP DRAWINGS ARE TO BE CHECKED AND APPROVED BY THE GENERAL CONTRACTOR PRIOR TO SUBMITTING FOR STRUCTURAL REVIEW. ANY REQUEST FOR MODIFICATION TO THE DRAWINGS MUST BE SUBMITTED IN WRITING. THIS MAY BE ACCOMPLISHED THROUGH THE SHOP DRAWINGS ONLY IF THE CHANGE IS CLEARLY REPRESENTED, CLOUDED AND NOTED AS BEING A REQUESTED CHANGE REQUIRING THE STRUCTURAL ENGINEER APPROVAL. CHANGES TO THE DRAWINGS BY WAY OF THE SHOP DRAWINGS THAT ARE NOT CLEARLY NOTED AS STATED ABOVE, DO NOT CONSTITUTE AN AUTHORIZED CHANGE EVEN THOUGH THE DRAWINGS HAVE BEEN STAMPED WITH THE STRUCTURAL ENGINEER REVIEW STAMP. GENERAL CONTRACTOR IS RESPONSIBLE FOR VERIFICATION AND COORDINATION OF DIMENSIONS AND DETAILS FOR EACH SUBCONTRACTOR.

SHOP DRAWINGS SHALL INCLUDE PLANS AND DETAILS AS NECESSARY TO INDICATE UNDERSTANDING OF THE CONTRACT DOCUMENTS. ENSURE ADEQUATE COPIES OF SHOP DRAWINGS ARE SUBMITTED FOR THE CONTRACTOR, ARCHITECT, AND STRUCTURAL ENGINEER TO RETAIN ONE COPY EACH FOR THEIR FILES.

SHOP DRAWINGS ARE REQUIRED FOR THE FOLLOWING:

* STRUCTURAL STEEL

INFORMATIONAL SUBMITTALS

SUBMITTALS ARE TO BE CHECKED AND APPROVED BY THE GENERAL CONTRACTOR PRIOR TO SUBMITTING FOR STRUCTURAL REVIEW. SUBMITTALS SHALL INCLUDE CURRENT PRODUCT ICC/IAMPO REPORTS WHERE APPLICABLE AND INDICATED LOCATIONS OF USAGE FOR THE PRODUCT. ENSURE ADEQUATE COPIES OF SUBMITTALS ARE SUBMITTED FOR THE CONTRACTOR, ARCHITECT, AND STRUCTURAL ENGINEER TO RETAIN ONE COPY EACH FOR THEIR FILES.

INFORMATIONAL SUBMITTALS ARE REQUIRED FOR THE FOLLOWING: * CONCRETE MIX DESIGN

PRODUCT AND MATERIAL SUBSTITUTIONS

PRODUCTS AND MATERIALS ARE TO BE AS SPECIFIED IN THE CONTRACT DOCUMENTS. SUBSTITUTIONS ARE NOT PERMITTED WITHOUT THE APPROVAL OF THE STRUCTURAL ENGINEER AND ARCHITECT.

DESIGN LOADS

RISK CATEGORY PER IBC BASIC WIND SPEED, VILLT NOMINAL ICE THICKNESS ICE IMPORTANCE FACTOR WIND SPEED ON ICE, VULT

105 MPH (3 SEC GUST), EXPOSURE B 0.25 IN 1.0 40 MPH (3 SEC GUST)

FOUNDATION

DESIGN ALLOWABLE SOIL BEARING PRESSURE = 1500 PSF AND PASSIVE PRESSURE = 250 PCF ASSUMED. BOTTOM OF ALL PIERS TO BEAR ON COMPETENT, NATIVE, INORGANIC, UNDISTURBED SOIL 1'-0" MINIMUM BELOW EXISTING GRADE OR COMPACTED STRUCTURAL FILL. NO PIER SHALL BEAR HIGHER THAN A 1 VERTICAL TO 1.5 HORIZONTAL SLOPE ABOVE ANY EXCAVATION, EXISTING OR PLANNED.

CAST-IN-PLACE CONCRETE

ATTAIN THE FOLLOWING MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS 4000 PSI---PIERS MAXIMUM SLUMP:

* 4" +/- 1"---PIERS.

MAXIMUM W/C RATIO: 0.45--PIERS.

AIR ENTRAINMENT: 6% +/- 1%---EXPOSED CONCRETE SLABS, FOUNDATION WALLS, AND PIERS.

MAXIMUM AGGREGATE SIZE: ³/₄" TYPICAL

CONSTRUCTION TO BE IN ACCORDANCE WITH ACI 318-14.

REINFORCING STEEL

DEFORMED BARS: ASTM A615, GRADE 40 FOR #3; GRADE 60 FOR #4 & LARGER; ASTM A706 FOR WELDED CONDITIONS.

LAP SPLICES (HORIZONTAL AND VERTICAL STEEL)

CONCRETE: 40-BAR DIA. UNLESS NOTED OTHERWISE FOR #6 & SMALLER.

CONCRETE COVER:

UNLESS OTHERWISE NOTED ON THESE DRAWINGS, UTILIZE THE FOLLOWING CLEAR EMBEDMENT AT REINFORCING BARS VALUES FOR CAST-IN-PLACE, NON-PRE-STRESSED CONCRETE TYPICALLY:

CONCRETE CAST AGAINST SOIL = 3". FORMED CONCRETE EXPOSED TO EARTH OR WEATHER = 2" (#6 OR GREATER) FORMED CONCRETE EXPOSED TO EARTH OR WEATHER = 1-1/2" (#5 OR LESS)

SECURELY TIE ALL REINFORCING IN PLACE WITH DOUBLE ANNEALED 16-GAUGE IRON WIRE OR APPROVED CLIPS.

GROUT AND EPOXY ADHESIVES

NON-SHRINK GROUT: "MASTERFLOW 928" AS MANUFACTURED BY BASF BUILDING SYSTEMS OR APPROVED EQUIVALENT.

EPOXYADHESIVES:

FOR INSTALLATION IN CONCRETE:

SIMPSON "SET-XP" (ESR-2508)

STRUCTURAL AND MISC. STEEL

CHANNELS, ANGLES, PLATES AND BARS: ASTM A36, $F_v = 36$ KSI MINIMUM.

HOLLOW STRUCTURAL SHAPES (HSS): ASTM A500, GRADE B, F_v = 46 KSI (RECTANGULAR SECTIONS), F_v = 42 KSI (ROUND SECTIONS).

ANCHOR BOLTS (A.B.): ASTM F1554, GRADE 36 KSI. PROVIDE DOUBLE NUT FOR LEVELING AT COLUMNS OR BEAM BASE PLATES.

EPOXY ANCHORS: CARBON STEEL THREADED ANCHOR RODS CONFORMING TO ASTM A307 GRADE C, OR ASTM A193 GRADE B7; OR STAINLESS STEEL THREADED ANCHOR RODS CONFORMING TO ASTM F593, ALLOY GROUP 1, TYPE 304, CONDITION CW. INSTALL RODS USING APPROPRIATE EPOXY ADHESIVE FOR THE BASE MATERIAL ACCORDING TO THE "GROUT AND EPOXY ADHESIVE" SECTION ABOVE.

WELDING ELECTRODES OR WIRES: AWS A5.1 OR A5.5, E70XX; AWS A5.18, E70S-X; AWS A5.20, E7XT-X.

ERECTION AND FABRICATION: IN ACCORDANCE WITH AISC "SPECIFICATIONS FOR DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS". WELDING SHALL CONFORM TO AWS "CODE FOR ARC AND GAS WELDING IN BUILDING CONSTRUCTION". ALL WELDING SHALL BE PERFORMED BY AWS CERTIFIED WELDERS. ALL COLUMNS AND BEAMS TO BE FROM UN-SPLICED LENGTHS UNLESS NOTED OTHERWISE ON THE DRAWINGS. SUBMIT SHOP DRAWINGS SHOWING SIZES, DIMENSIONS AND REQUIRED CONNECTION DETAILS FOR REVIEW BY THE STRUCTURAL ENGINEER PRIOR TO FABRICATION.

FIELD WELDS: WELDING OF STRUCTURAL STEEL SHALL BE PERFORMED IN THE SHOP WHENEVER PRACTICAL. AN EFFORT HAS BEEN MADE TO INDICATE WELDS THAT CAN BE OR SHOULD BE FIELD WELDED. IT IS, HOWEVER, THE FABRICATORS RESPONSIBILITY TO DECIDE WHERE AND HOW THE WELDING IS TO BE ACCOMPLISHED TO ACHIEVE THE INTENDED RESULT.

COMPLETE JOINT PENTRATION WELD (C.J.P.): PROVIDE BACKER BARS, RUN OFF TABS, AND ACCESS HOLES PER AWS D1.1. BACKER BARS SHALL BE REMOVED AFTER WELDING, THE ROOT WELD BACK GOUGED AND REPAIRED IF NECESSARY AND REINFORCED WITH A FILLET. RUN OFF TABS SHALL BE REMOVED AFTER WELDING WITH THE FLANGE EDGE GROUND SMOOTH.

SPECIAL STRUCTURAL INSPECTIONS

THE OWNER SHALL EMPLOY A SPECIAL INSPECTION SERVICE TO PERFORM INSPECTIONS IN ACCORDANCE WITH CHAPTER 17 OF THE 2015 INTERNATIONAL BUILDING CODE. INSPECTION REPORTS FOR THE ITEMS LISTED IN THE SPECIAL INSPECTION TABLES SHALL BE FURNISHED TO THE STRUCTURAL ENGINEER OF RECORD IN A TIMELY MANNER. INSPECTION REPORTS SHALL INDICATE THAT WORK INSPECTED WAS DONE IN CONFORMANCE TO APPROVED CONSTRUCTION DOCUMENTS. DISCREPANCIES THAT ARE NOT CORRECTED SHALL BE BROUGHT TO THE ATTENTION OF THE STRUCTURAL ENGINEER OF RECORD PRIOR TO THE COMPLETION OF THAT PHASE OF THE WORK. A FINAL REPORT DOCUMENTING THE REQUIRED SPECIAL INSPECTIONS AND CORRECTION OF ANY DISCREPANCIES NOTED IN THE INSPECTIONS SHALL BE SUBMITTED TO THE OWNER AND STRUCTURAL ENGINEER OF RECORD.

<u>YES</u>	
х	
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х	
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TABLE 5 1705.6 SOILS

<u>NO</u>	MATERIAL/ACTIVITY		PERIODIC
	1. VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.		х
	2. VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL.		х
	3. PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS.		х
	4. VERIFY USE OF PROPER MATERIALS, DENSITIES, AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF COMPACTED FILL.	х	
	5. PRIOR TO PLACEMENT OF COMPACTED FILL, OBSERVE SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY.		х

TABLE 2 1705.3 CONCRETE CONTRUCTION						
YES	<u>NO</u>	MATERIAL/ACTIVITY		PERIODIC		
х		1. INSPECTION OF REINFORCING STEEL, INCLUDING PRESTRESSING TENDONS, AND PLACEMENT.		Х		
х		2. INSPECTION OF REIFORCING STEEL WELDING IN ACCORDANCE WITH TABLE 1705.2.2 ITEM 2B.				
	x	3. INSPECTION OF ANCHORS CAST IN CONCRETE WHERE ALLOWABLE LOADS HAVE BEEN INCREASED PER SECTION 1908.5 OR WHERE STRENGTH DESIGN IS USED.		х		
х		4. INSPECTION OF ANCHORS POST-INSTALLED IN HARDENED CONCRETE MEMBERS.		Х		
х		5. VERIFY USE OF REQUIRED DESIGN MIX		Х		
х		6. AT THE TIME OF FRESH CONCRETE IS SAMPLED TO FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF THE CONCRETE.	x			
	х	7. INSPECTION OF CONCRETE AND SHOTCRETE PLACEMENT FOR PROPER APPLICATION TECH-NIQUES.	х			
х		8. INSPECTION FOR MAINTENANCE OF SPECI ED CURING TEMPERATURE AND TECHNIQUES.		Х		
	х	9. INSPECTION OF PRESTRESSED CONCRETE:				
		A. APPLICATION OF PRESTRESSING FORCES	х			
		B. GROUTING OF BONDED PRESTRESSING TENDONS IN THE SEISMIC-FORCE-RESISTING SYSTEM	x			
	x	10. ERECTION OF PRECAST CONCRETE MEMBERS.		Х		
	x	11. VERIFICATION OF IN-SITU CONCRETE STRENGTH, PRIOR TO STRESSING OF TENDONS IN POST TENSIONED CONCRETE AND PRIOR TO REMOVAL OF SHORES AND FORMS FROM BEAMS AND STRUC-TURAL SLABS.		Х		
Х		12. INSPECTION OF FORMWORK FOR SHAPE, LINES, LOCATION AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED.		Х		

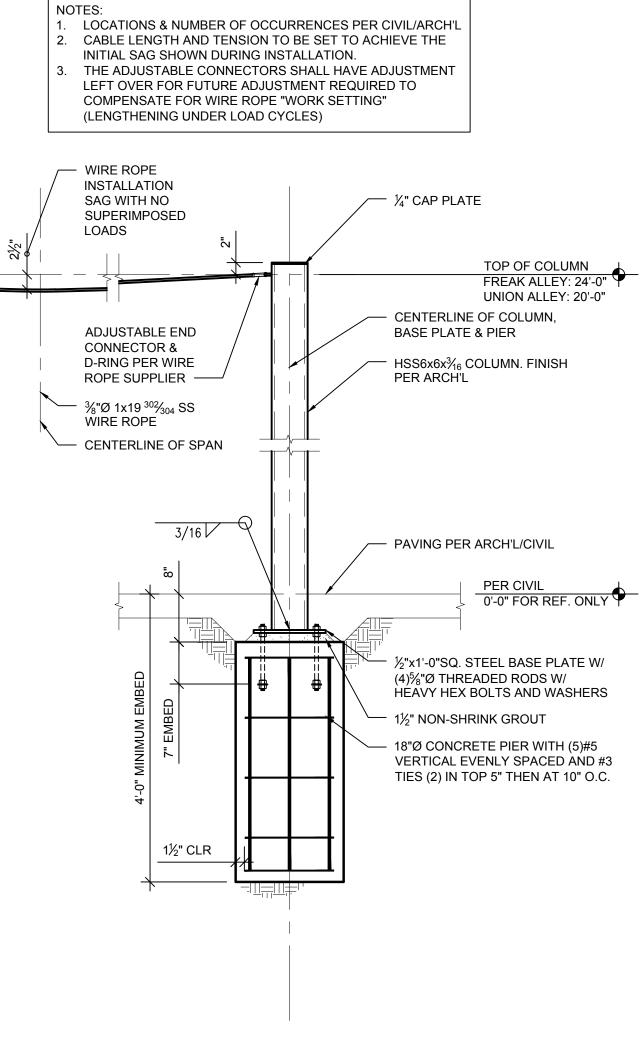




EXHIBIT A

ELECTRICAL SPECIFICATIONS

- 1. THE DRAWINGS ARE INTENDED TO GRAPHICALLY REPRESENT THE OVERALL SCOPE OF WORK AND NOT TO PROVIDE EVERY DETAIL
 18. EQUIL

 NECESSARY FOR FINAL PROJECT COMPLETION. ALL LOCATIONS ARE APPROXIMATE UNLESS DIMENSIONED, OR NOTED OTHERWISE.
 WHEF

 IT IS THE CONTRACTORS RESPONSIBILITY TO COORDINATE PROPER LOCATIONS WITH ALL CONTRACT DOCUMENTS AND WITH OTHER
 19. ALL

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- 2. ALL CONTRACT DRAWINGS AND DOCUMENTS SHALL BE CONSIDERED AS PART OF THE ELECTRICAL WORK EVEN WHEN NOT SPECIFICALLY CALLED OUT OR REFERENCED.
- 3. MAINTAIN UP-TO-DATE 'AS-BUILT' SET OF CONTRACT DRAWINGS. THEY SHALL BE KEPT ON SITE AND AVAILABLE FOR EXAMINATION BY THE OWNER, OWNERS REPRESENTATIVE, OR AUTHORITY HAVING JURISDICTION.
- 4. THE SCOPE OF WORK INCLUDES, BUT SHALL NOT BE LIMITED TO; ALL LABOR, EQUIPMENT, MATERIALS, TRANSPORTATION, INSPECTIONS, AND START-UP TO FURNISH AND INSTALL A COMPLETE AND OPERATING ELECTRICAL SYSTEM IN COMPLIANCE WITH THE CONTRACT DOCUMENTS.
- 5. THE CONTRACTOR SHALL OBTAIN ALL PERMITS AND BE RESPONSIBLE FOR ANY FEES ASSOCIATED WITH THE PERMIT PROCESS.
- 6. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE IN STRICT ACCORDANCE WITH THE CURRENT EDITION OF THE NATIONAL ELECTRICAL CODE (NEC), NATIONAL FIRE PROTECTION ASSOCIATION (NFPA), STATE, AND LOCAL CODES. OTHER APPLICABLE CODES SHALL INCLUDE BUT NOT BE LIMITED TO:
 - A. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)
 - B. AMERICAN WITH DISABILITIES ACT (ADA)C. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
 - D. INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS (IEEE)
 - E. NATIONAL ELECTRICAL SAFETY CODE (NESC)F. INTERNATIONAL BUILDING CODE (IBC)
 - G. INTERNATIONAL FIRE CODE (IFC)
- 7. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO IDENTIFY ANY SITE CONDITIONS THAT MAY IMPACT THE PROJECT WORK PRIOR TO BID.
- 8. THE CONTRACTOR SHALL COORDINATE ALL WORK WITH THE PROJECT SCHEDULE AS WELL AS OTHER TRADES. THE CONTRACTOR SHALL REPLACE WORK REMOVED OR DAMAGED DUE TO INTERFERENCE WITH OTHER TRADES, NOT COORDINATED, AT THEIR EXPENSE. REPLACEMENT SHALL NOT IMPACT THE ORIGINAL PROJECT SCHEDULE.
- 9. INSTANCES WHERE ALL OR A PORTION OF THE PROJECT SITE WILL REMAIN OCCUPIED DURING CONSTRUCTION, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COORDINATE THE USE OF THE PREMISES FOR VEHICLE USE, EQUIPMENT STORAGE, AND ACCEPTABLE HOURS OF WORK WITH THE PROJECT MANAGER. THE OCCUPIED SPACES SHALL REMAIN FULLY FUNCTIONAL WITH POWER, LIGHTING, FIRE SAFETY, AND OTHER ANCILLARY SYSTEMS. ANY TYPE OF OUTAGE SHALL BE SCHEDULED IN ADVANCE WITH THE PROJECT MANAGER. THE CONTRACTOR SHALL BE FINANCIALLY RESPONSIBLE FOR LOSSES ATTRIBUTED TO UNSCHEDULED OUTAGES.
- 10. ON JOB SITES REQUIRING DEMOLITION, ALL ELECTRICAL EQUIPMENT REMOVED SHALL BE DISCARDED AND HAULED AWAY FROM THE PREMISES. CONDUIT, WIRE, AND BOXES SHALL BE REMOVED BACK TO THE PANEL, OR THE LAST JUNCTION BOX, WHICHEVER CAUSES THE LEAST AMOUNT OF DESTRUCTION TO THE EXISTING STRUCTURE, UNLESS NOTED OTHERWISE. THE CONTRACTOR SHALL TEST ALL REMAINING CONDUCTORS THAT WILL BE REUSED FOR ELECTRICAL INTEGRITY. CONCEALED CONDUITS SHALL BE ABANDONED IN PLACE, CUT OFF FLUSH WITH THE EXISTING SURFACE, AND FILLED WITH A PERMANENT MATERIAL.
- 11. CONTRACTOR SHALL COORDINATE ELECTRICAL PATHWAY TRENCHING WITH CIVIL AND LANDSCAPE CONTRACTORS TO PROVIDE UNDERGROUND PATHWAY TO NEW LIGHT POLES.
- 12. ALL EQUIPMENT AND MATERIAL FURNISHED SHALL BE NEW AND FREE OF DEFECTS AND SHALL BE LISTED AND LABELED AS DESCRIBED IN NEC-100. ALL EQUIPMENT AND MATERIAL INSTALLED AS AN ASSEMBLY SHALL BE TESTED AND CERTIFIED AS AN ASSEMBLY.
- 13. EQUIPMENT AND MATERIAL FURNISHED SHALL BE THE MANUFACTURERS STANDARD CATALOG EQUIPMENT. FIRST OF A KIND EQUIPMENT IS NOT ACCEPTABLE. INSTALLATION SHALL CONFORM TO THE MANUFACTURERS RECOMMENDATIONS.
- 14. EQUIPMENT AND MATERIAL SHALL HAVE MINIMUM (1) YEAR WARRANTY FROM THE DATE OF SUBMITTAL COMPLETION. ANY FAILURE OF EQUIPMENT OR MATERIALS DURING THE WARRANTY PERIOD SHALL BE REPAIRED OR REPLACED TO LIKE NEW CONDITIONS WITHOUT CHARGE. LAMPS SHALL CARRY THE STANDARD FACTORY WARRANTY. FLUORESCENT LUMINAIRE BALLASTS SHALL HAVE MINIMUM (2) YEAR WARRANTY.
- 15. SPECIFIC EQUIPMENT AND MATERIAL HAS BEEN CALLED OUT BY MANUFACTURER AND MODEL NUMBER TO SET A STANDARD OF QUALITY AND TYPE. ACCEPTABLE EQUALS SHALL BE CAPABLE OF FITTING IN THE DESIGNATED SPACE, BE OF THE SAME COLOR, HAVE THE SAME PERFORMANCE CHARACTERISTICS, CARRY THE SAME WARRANTY, AND MEET THE PROJECT SCHEDULE. IT IS THE CONTRACTORS RESPONSIBILITY TO PROVIDE DOCUMENTATION THAT CLEARLY INDICATES THE ITEMS TO BE FURNISHED ARE ACCEPTABLE EQUALS. THE ENGINEER RESERVES THE RIGHT TO REJECT QUESTIONABLE SUBMITTAL INFORMATION.

ABBREVIATIONS NOT ALL OF THE ABBREVIATIONS ARE USED

#"C	SIZE OF TRADE SIZE CONDUIT. # WILL BE REPLACED BY A NUMBER; I.E. 1/2"C, 2"C.	KVA	KILOVOLT AMPERE
#P	NUMBER OF POLES. $\#$ IS REPLACED BY NUMBER, I.E. 1P, 2P, ETC.	KW	KILOWATT
#W	NUMBER OF WIRES, $\#$ IS REPLACED WITH A NUMBER, I.E. 3W, 4W, ETC.	KWH	KILOWATT HOUR
А	AMPERE	LV	LOW VOLTAGE
AC	ALTERNATING CURRENT	MCC	MOTOR CONTROL CENTER
ADA	AMERICANS WITH DISABILITIES ACT	MDSB	MAIN DISTRIBUTION SWITCHBOARD
AFF	ABOVE FINISHED FLOOR	MFR	MANUFACTURER
AFG	ABOVE FINISHED GRADE	MLO	MAIN LUG ONLY
AIC	AMPERE INTERRUPTING CAPACITY	N/A	NOT APPLICABLE
AL	ALUMINUM	NC	NORMALLY CLOSED
ANN	ANNUNCIATOR	NEC	NATIONAL ELECTRICAL CODE
AUX	AUXILIARY	NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
AWG	AMERICAN WIRE GAUGE	NESC	NATIONAL ELECTRICAL SAFETY CODE
СВ	CIRCUIT BREAKER	NO	NORMALLY OPEN
CLG	CEILING	NO.	NUMBER
С	CONDUIT	OC	
CD	CANDELLA	0.H.	OPPOSITE HAND – MIRRORED OR ROTATED LAYOUT
CT	CURRENT TRANSFORMER	OSHA	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
CU	COPPER	PF	POWER FACTOR
DC	DIRECT CURRENT	PH	PHASE
DPDT	DOUBLE POLE, DOUBLE THROW	REV	REVISION
DPST	DOUBLE POLE, SINGLE THROW	RTU	ROOF TOP UNIT
E	EXISTING	SPDT	SINGLE POLE, DOUBLE THROW
EMT	ELECTRICAL METALLIC TUBING	SPST	SINGLE POLE, SINGLE THROW
EP	EXPLOSION PROOF	SST	SOFT START/STOP MOTOR STARTER
EWH	ELECTRIC WATER HEATER	SYMM	SYMMETRICAL
F	FUSE	TTB	TELEPHONE TERMINAL BOARD
FACP	FIRE ALARM CONTROL PANEL	TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSOR
GFI	GROUND FAULT INTERRUPTER	TYP	TYPICAL
GND	GROUND	UON	UNLESS OTHERWISE NOTED
HOA	HAND-OFF-AUTO	UPS	UNINTERRUPTABLE POWER SUPPLY
HP	HORSE POWER	V	VOLTAGE
HVAC	HEATING VENTILATION AND AIR CONDITIONING	VA	
1/0	INPUT / OUTPUT	VFD WP	VARIABLE FREQUENCY MOTOR DRIVE WEATHERPROOF
IG	ISOLATED GROUND	XFMR	TRANSFORMER
INC	INCANDESCENT	XFR	TRANSFER SWITCH
J-BOX	JUNCTION BOX	/	
KCMIL	THOUSAND CIRCULAR MIL		
KO	KNOCK OUT		
KV	KILOVOLT		

- EQUIPMENT AND MA WHERE IT IS PROTE
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- MANNER. THE OWN STANDARDS. THE V SCHEDULE.
- 20. FURNISH AND INSTA SUPPORTS SHALL E
- 21. THE CONTRACTOR S SYSTEM SHALL BE FOR SERVICE.
- ALL CONDUIT, WIRE, COMPLETE WORKING
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- ACCEPTABLE THE C CONDUIT IN THE SA
- 24. PVC COATED FLEXIB GALVANIZED CONDUI APPROPRIATELY RAT SEPARATE GROUND
- 26. DEVICES SHALL BE
 27. FURNISH AND INSTA
- INSTALLATION ENSU VISIBLE ON THE FIN 28. PROVIDE WARNING
- 29. ALL CONDUCTORS S TYPE SHALL BE THI MANUFACTURER MAR

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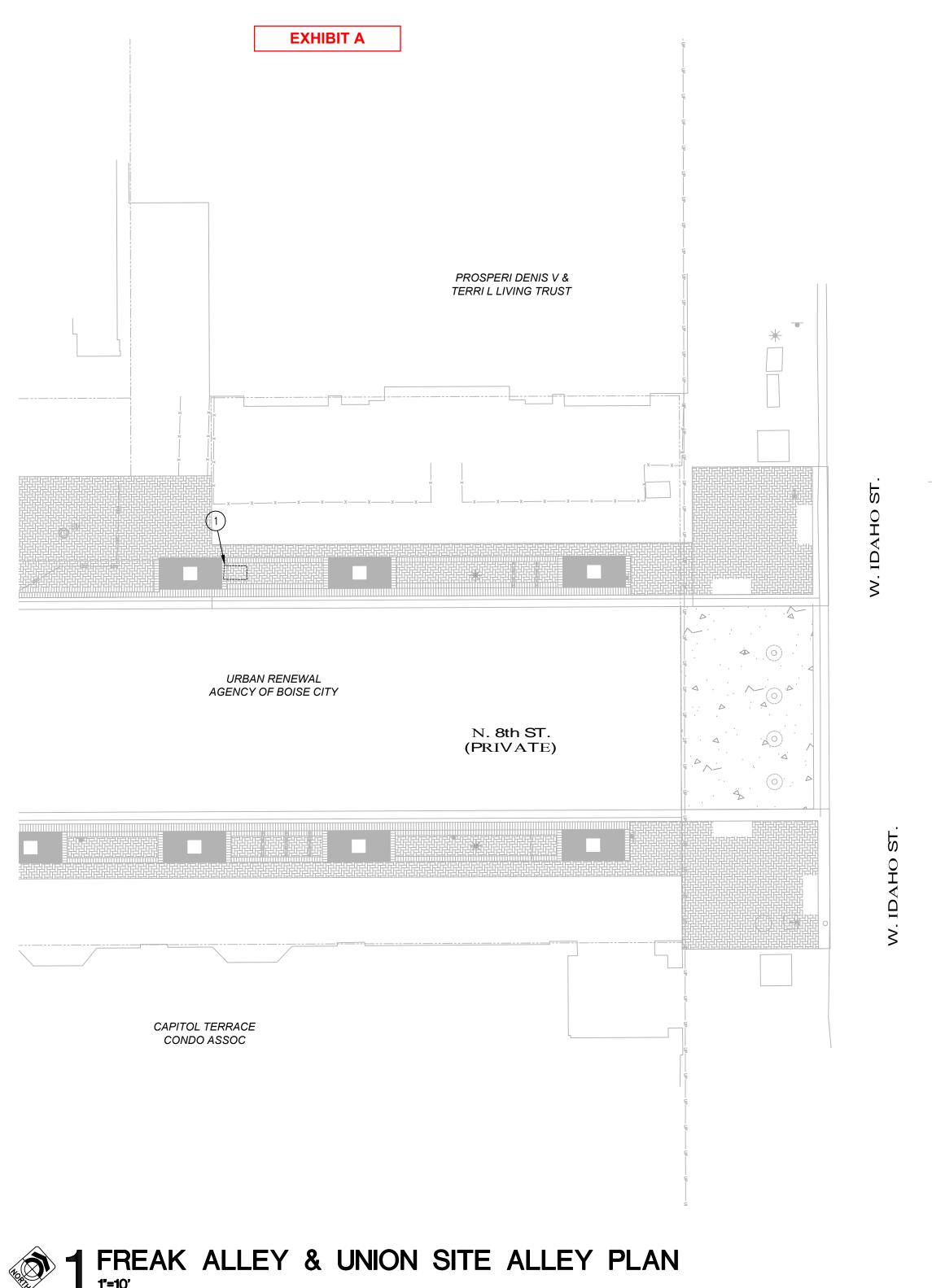
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- 31. THE CONTRACTOR M ASSUMES ALL RESP CAPABILITIES, SHOR
- 32. PANELBOARD DIREC FURNISH ACCURATE

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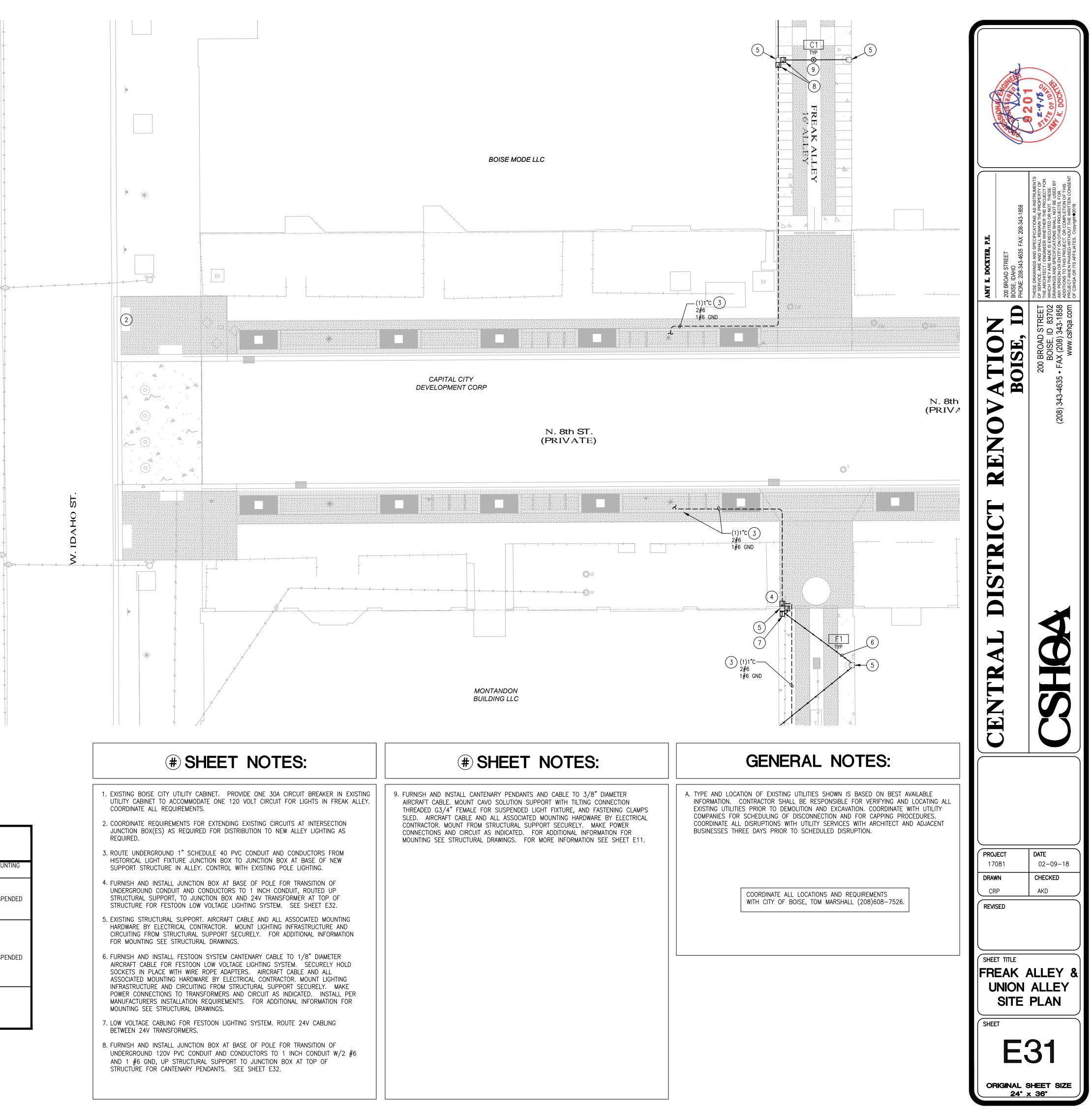
FREAK ALLEY & UNION SITE ALLEY PLAN 1"=10'

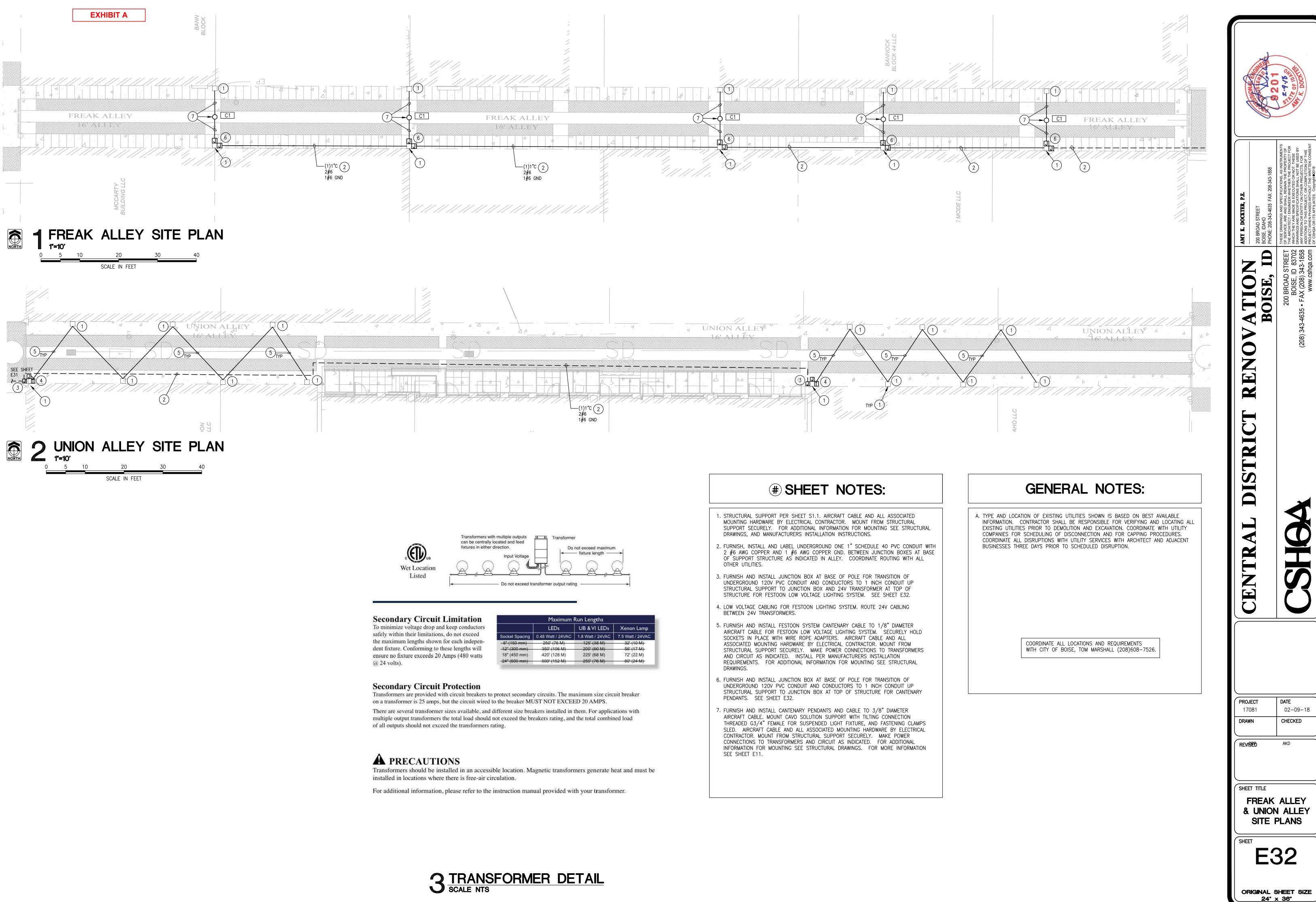
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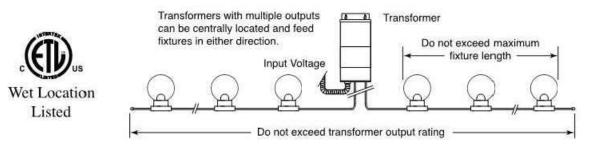
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GENERAL NOTES

A. SEE DRAWINGS FOR ADDITIONAL INFORMATION.







Maximum Run Lengths				
	LEDs	UB & VI LEDs	Xenon Lamp	
Socket Spacing	0.48 Watt / 24VAC	1.8 Watt / 24VAC	7.5 Watt / 24VAC	
-6" (150 mm)	250' (76 M)	125' (38 M)	32' (10 M)	
-12" (300 mm)	350' (106 M)	200' (60 M)	56' (17 M)	
18" (450 mm)	420' (128 M)	225' (68 M)	72' (22 M)	
-24" (600 mm)	500' (152 M)	250' (76 M)	80' (24 M)	





URBAN RENEWAL PLANNING

SHORELINE DISTRICT

AGENDA BILL

Agenda Subject:Date:Resolution #1533 Professional Services Agreement with CTA forMarch 12, 2018Shoreline District Urban Framework PlanMarch 12, 2018				
Staff Contact:Attachments:Doug WoodruffResolution #1533 which includes the Services Agreement				
Action Requested: Adopt Resolution #1533 and authorize the professional services agreement with CTA for the				

Shoreline District Urban Framework Plan

Background:

CCDC currently has four Urban Renewal Districts (URDs) and is planning to establish a fifth district, known as the Shoreline District. There are number of circumstances that prompted the proposed Shoreline District. The River Street Neighborhood Plan and Lusk Street Area Plan recommend exploring the formation of an Urban Renewal District. There are catalytic developments currently being considered in the area that are burdened with insufficient public infrastructure. Forthcoming development will create an opportunity and need to improve the greenbelt that connects the proposed mixed use development, riverfront neighborhood, and the Lusk District.

Shoreline District Formation

In 2017 SB Friedman prepared an eligibility report for the Agency that set forth a Shoreline Study Area and determined it as eligible for urban renewal. CCDC is now establishing a team of consultants to produce an urban framework plan for the Shoreline Study Area an important part of the district formation process and final Urban Renewal Plan. While not a requirement by statue, the urban framework plan has been a useful practice in Boise's redevelopment efforts.

Urban Framework Plan

Since master plans recently prepared by the City exist, the Shoreline urban framework will sort, compile, organize, and prioritize the relevant information, rather than start over. It is not meant to supplant or reimagine the existing master plans; however, it may supplement where gaps exist—such as along the riverfront and Capitol Boulevard.

The urban framework will function as a compendium of the City's existing master plans, policies and urban design standards. Its purpose is to provide clarity, guidance and recommendations about the physical improvements desired to be built. It will include a specific list of public improvements that the Urban Renewal Plan sets forth to accomplish during its term. This list of public improvements will be illustrated in framework diagrams as well as written word.

The urban framework is not meant to function as a regulatory document. It is understood by the City and CCDC that additional steps by the City will be required to amend policy, ordinance, zoning, or design standards after the Urban Renewal Plan is in place.

Consultant – CTA Architects and Engineers

Founded in 1938, CTA was an early adopter of close cooperation between architects and engineers — integrated design. Today, the practice continues as professionals from CTA's 25+ disciplines partner with clients to pioneer environments: creating unique, value-rich, durable spaces in which all comers can live, work, and play. CTA has 16 offices throughout the United States and Canada. CTA's project team brings urban renewal planning expertise from their Denver office, site planning and design from Billings, and project management and public facilitation here locally in the Boise office. CTA's local team understands Boise, has knowledge and experience with the current and forthcoming development, and brings a good reputation to the Shoreline formation process.

Agency staff, supported by City staff, prepared a scope of service and researched potential consultants. CTA was identified as the desired consultant for the reasons noted above. Staff requested a fee proposal, negotiated terms, and interviewed CTA in preparation for making this recommendation to the Board.

Upon Board approval and execution of the agreement, CTA will begin services immediately and has committed to delivering the Urban Framework Plan by August, 2018.

Fiscal Notes:

The professional services agreement agrees to pay CTA a **not-to-exceed amount of \$160,361.00**. The fee amount is within the project budget approved in the fiscal year 2018 Agency budget.

Staff Recommendation:

It is staff's recommendation to the Board to find it in the best interest of the public and the agency to approve Resolution #1533, authorizing the execution of a professional services agreement with CTA Architects and Engineers for the Shoreline District Urban Framework Plan.

Suggested Motion:

I move to adopt Resolution #1533 and authorize the professional services agreement with CTA for the Shoreline District Urban Framework Plan.

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN AGENCY AND CTA ARCHITECTS ENGINEERS FOR THE SHORELINE URBAN FRAMEWORK PLAN; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS OR AGREEMENTS, SUBJECT TO CERTAIN CONTINGENCIES; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (collectively, the "Act"), as a duly created and functioning urban renewal agency for Boise City, Idaho (hereinafter referred to as the "Agency"); and,

WHEREAS, the Agency has four urban renewal districts and is taking steps to establish a fifth district, known as the Shoreline District; and,

WHEREAS, in 2017 the Agency hired SB Friedman to prepare an eligibility report that set forth a Shoreline Study Area and to determine its eligibility for urban renewal; and,

WHEREAS, the Agency now desires to establish a team of consultants to produce an urban framework plan for the Shoreline Study Area which could set clear expectations and could include specific goals and the vision that the Shoreline District Urban Renewal Plan would accomplish during its term; and,

WHEREAS, the urban framework plan would function as a collection of the City's existing master plans, policies, and urban design standards in order to provide clarity, guidance, and recommendations about the physical improvements desired to be built in the Shoreline District; and,

WHEREAS, hiring certain professional consultant services is excluded from the purchasing rules for political subdivisions by Idaho Code § 67-2803(4); and,

WHEREAS, after much research and consideration, CTA Architects Engineers was identified by Agency staff to provide the desired professional consulting services because of CTA's urban renewal planning expertise, site planning and design skills, and project management and public engagement capabilities at a local level; and,

WHEREAS, Agency staff and CTA's local team worked to prepare a complete scope of services and negotiated the terms and conditions of a Professional Services Agreement, attached to this resolution as EXHIBIT A; and,

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Professional Services Agreement between Agency and CTA Architects Engineers and to authorize the Executive Director to execute same.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, AS FOLLOWS:

<u>Section 1</u>: That the above statements are true and correct.

Section 2: That the Professional Services Agreement between Agency and CTA Architects Engineers for the Shoreline Urban Framework Plan, a copy of which is attached hereto as EXHIBIT A and incorporated herein by reference, be and the same hereby is approved.

Section 3: That the Executive Director of the Agency is hereby authorized to execute the Professional Services Agreement on behalf of the Agency for completion of the Shoreline District Urban Framework Plan, for an amount not to exceed ONE HUNDRED SIXTY THOUSAND THREE HUNDRED SIXY-ONE DOLLARS (\$160,361.00), and to execute all necessary documents required to implement the actions contemplated by said agreement, subject to representations by the Agency staff and the Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Agreement or other documents are acceptable, upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Agreement and the comments and discussions received at the March 12, 2018, Agency Board meeting.

<u>Section 4</u>: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of Boise City, Idaho, on March 12, 2018. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on March 12, 2018.

URBAN RENEWAL AGENCY OF BOISE CITY

BY:

Dana Zuckerman, Chairman

ATTEST:

BY:

David H. Bieter, Secretary

EXHIBIT A



PROFESSIONAL SERVICES AGREEMENT CTA ARCHITECTS ENGINEERS SHORELINE URBAN FRAMEWORK PLAN

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made by and between Capital City Development Corporation, an independent public body corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Boise City, Idaho ("CCDC"), and CTA Architects Engineers, commonly referred to as CTA ("CONSULTANT") (individually referred to as "Party" and collectively as the "Parties"), who agree as follows:

PURPOSE AND INTENT

CCDC has a need for consultant services related to the creation and formation of a new urban renewal district, known as the Shoreline District. The CONSULTANT will provide an Urban Framework Plan that will function as a compendium of the City's existing master plans, policies and urban design standards and as an Agency guiding document for use implementing the district's Urban Renewal Plan.

1. **SCOPE OF SERVICES; SCHEDULE.** CONSULTANT shall provide the services and deliver all work as described in CONSULTANT's Proposal dated February 21, 2018 and attached hereto as Exhibit A. If there is a conflict between the terms and conditions in this Agreement and CONSULTANT's Proposal, the terms and conditions of this Agreement have priority and shall govern over any conflicting terms or conditions in the Proposal. CONSULTANT shall complete the Scope of Services and deliver work product as detailed on Exhibit A by August 29, 2018, unless an extension is granted in writing by CCDC.

2. **NOTICE TO PROCEED**. Services to be performed under this Agreement shall commence upon execution of this Agreement as of the last date of signatures by both Parties.

3. AMOUNT AND METHOD OF PAYMENT.

(a) Amount and Method of Payment: CCDC agrees to pay CONSULTANT for the Scope of Services performed under this Agreement a not to exceed amount of ONE HUNDRED SIXTY THOUSAND THREE HUNDRED SIXTY-ONE DOLLARS (\$160,361.00), based on hourly rates and reimbursables. Payment for reimbursable expenses shall be included in the not to exceed amount.

EXHIBIT A

- (b) Reimbursable Expenses. Reimbursable expenses shall include general out-ofpocket expenses such as long-distance telephone charges, copying expenses, overnight or standard mailing expenses, travel-related expenses and the like, and shall be billed to CCDC separately at the actual cost to CONSULTANT with no mark-up. The not-to-exceed amount of this agreement includes all reimbursable expenses.
 - (c) Notice Required Prior to Overages. CONSULTANT shall notify CCDC if CONSULTANT anticipates CONSULTANT's charges for the Scope will exceed the not-to-exceed limit set for this Agreement. CCDC will determine in its sole judgment if an amendment to the not-to-exceed limit is appropriate. Any amendment shall be approved by CCDC in writing prior to the CONSULTANT incurring costs in excess of the not-to-exceed limit.
 - (d) Invoices. CONSULTANT shall submit monthly invoices to CCDC for payment. Monthly invoices shall be in a format acceptable to CCDC, and shall include the **PO# 180069** on the invoice. Each invoice shall specify charges as they relate to the tasks in the Scope of Services. Each invoice shall also specify current billing and previous payments, with a total of cost incurred and payments made to date
 - (e) Payment of Invoices. All invoices shall be paid by CCDC within thirty (30) days of receipt of proper invoice, subject to Sections 3(f) and 19.
 - (f) Correcting Deficiencies. If a service or work product subject to a specific invoice does not meet the requirements of this Agreement as CCDC may reasonably determine, CCDC shall notify CONSULTANT in writing and identify specific deficiencies in the service or work product that do not meet the requirements. CONSULTANT shall have seven (7) working days to correct or modify the service or work product to comply with the requirements of the Agreement as set forth in the CCDC's written notice. If CCDC again reasonably determines the services or work product fails to meet the requirements, CCDC may withhold payment until deficiencies have been corrected to CCDC's reasonable satisfaction or may terminate this Agreement for cause as set forth in Section 19 of this Agreement.

4. **RIGHT OF CONTROL.** CCDC agrees that it will have no right to control or direct the details, manner, or means by which CONSULTANT accomplishes the results of the services performed hereunder. CONSULTANT has no obligation to work any particular hours or days or any particular number of hours or days. CONSULTANT agrees, however, that its other contracts and services shall not interfere with the performance of its services under this Agreement. CCDC agrees to coordinate project schedules, respective commencements, and deadlines with CONSULTANT as needed.

5. **INDEPENDENT CONSULTANT RELATIONSHIP.** CONSULTANT is an independent CONSULTANT and is not an employee, servant, agent, partner, or joint venturer of CCDC. CCDC shall determine the services and work products to be done by CONSULTANT, but CONSULTANT shall determine the legal means by which it accomplishes the services and



work projects specified by CCDC. This Agreement shall not be construed to create any employer-employee relationship between CCDC and CONSULTANT.

6. **DISCRIMINATION PROHIBITED.** In performing the services required herein, CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or handicap. Violation of this section shall constitute a material breach of this Agreement and be deemed grounds for cancellation, termination or suspension of the Agreement by CCDC, in whole or in part, and may result in ineligibility to perform additional services for CCDC.

7. **LICENSES AND LAW.** CONSULTANT represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required to perform the services under this Agreement. CONSULTANT further agrees to comply with all applicable laws, ordinances, and codes of Federal, State, and local governments in the performance of the services hereunder.

8. **ACCESS TO RECORDS AND AUDITS.** CONSULTANT shall maintain complete and accurate records with respect to costs incurred and manpower expended under this Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Such records shall be available for review by CCDC representatives for three (3) years after final payment. Copies shall be made available upon request.

9. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES**. Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by CCDC on behalf of CONSULTANT or the employees of CONSULTANT. CONSULTANT shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

10. **FRINGE BENEFITS.** Because CONSULTANT is engaged in its own independently established business, CONSULTANT is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of CCDC.

11. **EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES.** CONSULTANT shall supply, at CONSULTANT's sole expense, all equipment, tools, materials and/or supplies to accomplish the services and work product included in the Scope of Services.

12. **PROPRIETARY RIGHTS.** With the exception of computer models created by CONSULTANT, all other data, materials, reports, maps, graphics, tables, memoranda and other documents or products developed under this Agreement whether finished or not shall become the property of CCDC, shall be forwarded to CCDC at its request, and may be used by CCDC as it sees fit. CCDC agrees that if it uses products prepared by CONSULTANT for purposes other than those intended in this Agreement, it does so at its sole risk and agrees to hold CONSULTANT harmless therefore.

13. CONFIDENTIALITY.

(a) CONSULTANT agrees to maintain confidentiality of all work products produced under this Agreement, including both interim and draft, materials, reports, maps, graphics, tables, memoranda and other

documents, unless and until CCDC signifies its written approval that a work product may be published as final work product. CCDC reserves the right to distribute a final work product as it sees fit, provided that CONSULTANT may use copies of any final work product in the marketing of its firm. CONSULTANT may use interim and draft work products in the marketing of its firm only upon written authorization from CCDC.

(b) CONSULTANT agrees that any property owner names and addresses received from CCDC shall only be used on behalf of CCDC and shall not be used to create, distribute, or sell mailing lists as provided in Idaho Code § 74-120. CONSULTANT further agrees to maintain confidentiality of property owner names and addresses received for any purpose and shall not use property owner names and addresses in any work product produced for CCDC except as authorized by CCDC.

14. **SUBCONSULTANTS.** CONSULTANT may propose to CCDC the use of subconsultants ("SUBCONSULTANTS") for performance of a particular aspect of the services. CCDC shall have the right to approve the use of SUBCONSULTANTS and the amount and method of SUBCONSULTANTS' compensation prior to commencement of any services by SUBCONSULTANTS, and such approval shall be in writing. CCDC shall also determine whether the selection of SUBCONSULTANTS should be made through any required selection process or through a selection process CCDC deems in its best interest. CCDC shall have the right to approve any change in the use of SUBCONSULTANTS. Such changes in SUBCONSULTANTS shall be approved by CCDC in writing and shall not affect the amount of payment stated in the Agreement unless specifically authorized by CCDC in writing. CCDC shall have no liability to SUBCONSULTANTS and CONSULTANT shall be responsible for services performed or work product produced by the SUBCONSULTANTS and payment to SUBCONSULTANTS.

15. **COORDINATION WITH OTHER CONSULTANTS.** CONSULTANT recognizes that CCDC has or may enter into agreements with other consultants. Upon request, CONSULTANT agrees to coordinate with and work in conjunction with other Consultants when the need arises.

16. **STANDARD OF CARE.** CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The CONSULTANT shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of any services or work products performed under this Agreement.

CONSULTANT shall be entitled to rely on the accuracy and completeness of any information furnished by CCDC, except in such circumstances that CONSULTANT should, in the exercise of reasonable care, consistent with the professional skill and care ordinarily provided by consultants practicing under the same or similar circumstances, know the information to be incorrect, unreliable or incomplete. CONSULTANT shall provide prompt notice to CCDC if CONSULTANT becomes aware of any errors, omissions or inconsistencies in such information.

17. **INDEMNIFICATION.** CONSULTANT agrees to indemnify, defend and hold harmless CCDC and its officers, agents, and employees from and against all claims, losses, actions, or judgments for damages or injury to persons or property to the extent caused by the CONSULTANT's negligence or intentionally wrongful acts during the performance of this Agreement by CONSULTANT or CONSULTANT's agents, employees, or representatives. In case any action or proceeding is brought against CCDC or its officers, agents or employees by reason of or arising out of connection with CONSULTANT's negligence or intentionally wrongful acts during the performance of this Agreement, CONSULTANT's negligence or intentionally wrongful acts during the performance of this Agreement, CONSULTANT, upon written notice from CCDC, shall at CONSULTANT's expense, resist or defend such action or proceeding.

18. **INSURANCE.** Prior to commencing to provide services under this Agreement, CONSULTANT shall obtain at its sole cost and expense and thereafter maintain for the term of this Agreement, at least the minimum insurance coverages set forth below:

- (a) Worker's compensation as required by applicable law or regulation. If worker's compensation insurance is not required under the circumstances, CONSULTANT shall provide proof to CCDC that such coverage is not required.
- (b) Commercial general liability insurance on an occurrence basis, not a claims made basis, with minimum coverage of \$1,000,000 per occurrence, and a minimum aggregate policy limit of \$2,000,000. The commercial general liability insurance policy shall name CCDC as an Additional Insured and protect its officers, agents and employees from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONSULTANT's negligence during the performance of this Agreement.
- (c) Professional liability insurance with minimum coverage of \$1,000,000 per claim and a minimum aggregate policy limit of \$1,000,000.
- (d) Employer's liability insurance in the minimum amount required by applicable law or regulation.
- (e) CONSULTANT shall provide to CCDC proof of workers compensation and the insurance coverage as set forth above before commencing its performance as herein provided, and shall require insurer to notify CCDC ten (10) days prior to cancellation of any of these policies.

19. **TERMINATION OF AGREEMENT.**

(a) FOR CAUSE. If, through any cause, the CONSULTANT shall fail to fulfill its obligations in compliance with the schedule under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement, CCDC shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated for

cause, CONSULTANT shall be paid an amount for the actual services performed in accordance with this Agreement through the cancellation date. CONSULTANT shall provide CCDC all work products generated prior to date of termination. All work products generated, whether complete or not, are the property of CCDC, as set forth in Section 12 of this Agreement.

(b) TERMINATION FOR CONVENIENCE OF CCDC. CCDC may terminate this Agreement at any time, for any reason, by giving at least a fifteen (15) day notice in writing to the CONSULTANT. If this Agreement is terminated by CCDC as provided herein, CONSULTANT shall be paid an amount for the actual services performed in accordance with this Agreement through the cancellation date. Consultant shall also provide CCDC all work products of consulting generated to date of termination.

20. **DISPUTES.** In the event that a dispute arises between CCDC and the CONSULTANT regarding application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the other Party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the Parties may first endeavor to settle the dispute in an amicable manner by mediation. If the Parties elect to mediate their dispute, the Parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Boise, Idaho unless otherwise agreed by the Parties in writing. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity. If the Parties do not mutually agree to mediate the dispute, either Party may pursue any rights or remedies it may have at law.

21. **ATTORNEY FEES.** Should any litigation or arbitration be commenced between the Parties hereto concerning this Agreement, the prevailing Party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorneys' fees as determined by arbitrator or court of competent jurisdiction. This provision shall be deemed to be a separate contract between the Parties and shall survive any default, termination, or forfeiture of this Agreement.

22. **NONWAIVER.** Failure of either Party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

23. **NOTICES.** Any and all notices required to be given by either of the Parties hereto, unless otherwise stated in this Agreement shall be in writing and be deemed communicated when delivered in person, by courier or mailed in the United States mail, certified, return receipt requested, addresses as follows:

To CCDC:

John Brunelle, Executive Director Capital City Development Corporation 121 N. 9th Street, Suite 501

CTA ARCHITECTS ENGINEERS SHORELINE URBAN FRAMEWORK PLAN

Boise, Idaho 83702 208-384-4264 jbrunelle@ccdcboise.com

To CONSULTANT: Jason Butler, Principal CTA Architects Engineers 800 W. Main St., Ste 800 Boise, ID 83702 208-336-4900 jasonb@ctagroup.com

Telephone numbers and email addresses are for convenience and not to be used for notices required to be in writing. Informal notices and communication may be delivered in person or by telephone, mail, courier or email. Either Party may, by written notice, change the address, telephone number and/or email address listed above.

24. **GENERAL ADMINISTRATION AND MANAGEMENT.** The Executive Director of CCDC, or his designee, shall be CCDC's representative, and shall oversee and approve all services to be performed, coordinate all communications, review and approve all invoices, and carry out any and all tasks as may be required of CCDC under this Agreement.

25. **TERM OF AGREEMENT.** This Agreement shall begin on the date when both Parties have signed the Agreement (last date signed) and shall expire on December 31, 2018. The expiration date may be extended due to necessity or unforeseen circumstances if approved by CCDC in writing. The Parties acknowledge and understand that nothing in this Agreement precludes CONSULTANT from responding to any Requests for Qualifications or Proposals for any additional services or work products contemplated by CCDC.

26. **ENTIRE AGREEMENT.** This Agreement, along with any and all Exhibits, attached hereto and incorporated herein by reference, contains the entire Agreement of the Parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. This Agreement covers services or work products CONSULTANT has not completed, but does not cover services or work products that have been completed and CCDC has paid CONSULTANT'S fee.

27. **AMENDMENTS.** This Agreement may be amended only in writing, upon mutual agreement of both CCDC and CONSULTANT.

28. **ASSIGNMENT.** It is expressly agreed and understood by the Parties hereto, that CONSULTANT shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Agreement except upon the prior express written consent of CCDC.

29. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts. Such counterparts shall be deemed to be original instruments. Counterparts together shall constitute one (1) agreement.

30. **GOVERNING LAW.** Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of Idaho.

31. **SEVERABILITY.** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

32. **SUCCESSORS IN INTEREST.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereby, and their respective successors and assigns.

33. **THIRD PARTY BENEFICIARIES.** CCDC and CONSULTANT are the only Parties to this Agreement. The Parties do not intend that any non-party or third party will have any rights whatsoever under this Agreement.

END OF AGREEMENT

IN WITNESS WHEREOF, CCDC and CONSULTANT have executed this Agreement with an effective date as of the last date shown below.

CAPITAL CITY DEVELOPMENT CORP.

CONSULTANT CTA ARCHITECTS ENGINEERS

John Brunelle, Executive Director

Jason Butler, Principal-in-Charge

Date: _____

Date: _____

EXHIBITS

A. CTA Proposal dated February 21, 2018 (18 pages)

For	CCDC Use
Fund/District	101
Account	5502
PO#	180069
Due Date	August 29, 2018
Term	December 31 2018



EXHIBIT A

PIONEERING ENVIRONMENTS

February 21, 2018

Doug Woodruff Capital City Development Corporation 121 N. 9th Street, Suite 501 Boise, Idaho 83702 Via email: DWoodruff@ccdcboise,com

Re: Urban Renewal Planning- Shoreline District Urban Framework Plan Boise, Idaho

Dear Doug,

CTA Architects Engineers is pleased to provide a proposal for urban planning services to assist CCDC and the City of Boise in developing the framework for the new Shoreline Urban Renewal District. The district boundaries for the new Shoreline Urban Renewal District are described as follows:

The Shoreline District begins at the I-84 Connector at the northwestern boundary, Americana and River Street to the north, 9th/Capital Blvd on the east. The district crosses the Boise River at the Capital boulevard bridge and continues south to University Drive on the South, turning west and extending along University drive to S. La Pointe Street. The boundary travels north along S. La Pointe Street to the Boise river including nearly the entire area known as the Boise Lusk District to the east of S. La Pointe Street to 9th/Capital Boulevard. Once the boundary meets the Boise river, the boundary turns to the west and travels west along the river to include the river frontage, and the Boise greenbelt on the south side of the river terminating at the I-84 Connector.

As long time residents of Boise, our firm is pleased to be a part of the new growth and development that the City is currently undergoing. We look forward to working with you and your CCDC team on this important project.

The following fee proposal includes the Scope of Services as outlined in the Urban Renewal Planning Shoreline District Urban Framework Request for Proposal. The Scope of Services are as follows:

- Phase 1: Planning Context and Assessment
 - Existing Plans, Policies, and Ordinances Review and Assessment
 - Base Mapping
 - Context Analysis, SWOT Assessment
- Phase 2: Gap Analysis, Riverfront Values / District Goals

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Capital City Development Corpora February 21, 2018 Page 2

EXHIBIT A

- Gap Analysis (including: Land Use, Transportation, Mobility, Design Standards, Open Space, Infrastructure)
- Conceptual Site Planning and Design Standards including plans, sections, diagrams, and 3D models of District and key nodes for improvement.
- Internal Stakeholder Process
- o Public Open House
- o Board of Commissioners Informational Update
- Phase 3: District Frameworks, Public Improvements
 - Review Infrastructure Assessments
 - Public Improvements List, Cost Estimates
 - Framework Diagrams (development concept, mobility, streetscape, open space, utility).
 - Riverfront Urban Design Standards
 - Streetscape Standards
 - Conceptual Site Plan (Digitally illustrated)
- Phase 4: Final Document
 - o Board of Commissioners Informational update
 - Preliminary Urban Framework Document
 - o Internal Stakeholder Informational Update
 - CCDC Board Presentation and Approval
 - City Council Presentation
 - Final Framework Document

CTA's proposed professional team includes the disciplines required for a project of this technical and sensitive nature. Our team includes the following disciplines and team members:

Principal in Charge: Jason Butler, AIA Project Manager: Angela Hansen, PLA Urban Planner: Dave Dixon, AICP Senior Land Planner/Designer: Wes Baumgartner, PLA Landscape Architect in Training: Jeff Gose

What follows is a detail breakdown of our fee and final work products. We look forward to discussing this proposal with you. Feel free to call or email me if you have any questions.

Sincerely,

CTA ARCHITECTS ENGINEERS

Angela M. Hausen

Angela M. Hansen, PLA Project Manager

cc: CTA File -

February 21, 2018 (revised Februar Page 1

PROJECT DESCRIPTION

Capital City Development Corporation (CCDC), the City of Boise, and key project stakeholders are seeking a consultant to provide urban planning services in support for the newly proposed Shoreline Urban Renewal District located in the Southwestern area of downtown Boise. The project will be comprised of four phases as listed below:

- Phase 1: Planning Context and Assessment
- Phase 2: Gap Analysis / Riverfront Values / District Goals
- Phase 3: District Frameworks, Public Improvements
- Phase 4: Final Document

The outcomes from these four phase includes:

- 1) Assess existing plans, policies, and ordinances effecting the study area.
- 2) Provide an analysis of the gaps, overlaps, and deficiencies from the existing plans in the study area,
- 3) Help the stakeholders of the project to set a priority of values for the river, clarify a vision for the district
- 4) Provide design, and development standards and policy for the district
- 5) Establish a list of physical improvements to be accomplished for the life of the district
- 6) Coordination of work between all stakeholders, consultants and public partners
- 7) Cost estimate for physical improvements within the district that informs the Urban Renewal Plan.

Consultants for the Project:

CTA ARCHITECTS ENGINEERS (CTA) 800 West Main Street Suite 800 Boise, Idaho 83702 208.336.4900

Project management will be from our Boise office. Our professional team will be led by the following key team members:

Principal-in-Charge: Jason Butler, AIA Sr. Project Manager: Angela Hansen, PLA

PROFESSIONAL SERVICES

CTA will provide the following professional services for the above Scope of Work:

Project Management (coordination of team, schedules, and work product) Urban Planning

Landscape Architecture

Graphic Illustration / Rendering

Scope of Services

CTA will assist CCDC, the city of Boise, and key stakeholders within the proposed Shoreline Urban Renewal District to prepare an urban framework document. This document will function as a compendium of the City's existing master plans, policies and urban design standards. The purpose of the framework will be to provide clarity, guidance and recommendations about the physical improvements to be built within the district. It will include a specific list of public improvements that the Urban Renewal Plan shall complete over the lifetime of the district. The final deliverables from this project will include graphics in the form of diagrams, plans, and sections as well as a written document. The project will be completed through a series of four phases more fully described as

Phase 1: Planning Context and Assessment:

The planning team will conduct a review of the previous work completed by the City of Boise. These documents include four key subject areas:

- Guiding Documents
- Master Plans
- Vision Documents
- Boise River Regulations

Key outcomes from the document review are to: identify all initiatives/strategies relevant to the study area, sorting out discrepancies found between plans, identify physical gaps between plan areas, and identify policy gaps found in existing master plans.

In conjunction with the document review, the planning team will prepare a study area map to include the entire study area and immediate adjacent context.

Included in the mapping exercise will be the development of a digital 3D Sketch-up model to show current conditions within the study area and the area immediately adjacent to the proposed district.

Working in conjunction with the eligibility report prepared by SB Friedman, the planning team will conduct a windshield survey and walking tour of the district in order to document existing conditions and prepare a written assessment of the physical characteristics of the district. The basis of the written assessment will be on the previously prepared district eligibility report and be accompanied by diagrams depicting the study area context, including, existing and potential impacts and relationships between the study area, existing and future adjacent uses and activities around its perimeter.

The consultant will present the assessment findings to a group of City and CCDC staff members.

Deliverables:

- Plans and Policies assessment report including a summary comparison chart
- Study area base map
- 3D Model showing current conditions within study area
- Study Area Context Assessment
- Site Analysis Map
- Opportunities and Constraints Map
- Presentation on Assessment Findings to client

Phase 2: Gap Analysis / Riverfront Values / District Goals

2.1 Gap Analysis:

The planning team will complete a gap analysis to review, compile/reconcile the various visions and goals associated with the study area into a singular vision and set of goals for the Shoreline URD. *The guiding documents supplied to the planning team to review are:*

February 21, 2018 (revised Februar Page 3

- Blueprint Boise
- Transportation Action Plan
- Downtown Parks and Public Spaces Master Plan, PDS February, 2017

Master Plans

- River Street Master Plan, PDS July, 2017
- Lusk Street Area Master Plan, PDS December, 2013
- Boise State University Master Plan
- Ann Morrison Park Master Plan, Parks Dept. November, 2016
- Capitol Boulevard Plan

Vision Documents

- River Myrtle Urban Renewal Plan (for the de-annexing portion)
- 30th Street Urban Renewal Plan (for the de-annexing portion)
- Shoreline Riverfront Concept Plan, CCDC (VIA) January, 2018
- Sports Park Development Proposal
- City/Boise State University Lusk Development Proposal (pending)
- Hormaechea development study

Boise River Regulations

- Boise River Resource Management and Master Plan, Parks Dept. Dec, 2014
- Boise River Riparian Corridor Stewardship Plan, ACOE September, 2015
- Boise Development Code 11-05-06. Waterways Overlay Districts
- FEMA (not sure on specific docs)

The planning team will review these documents for the analysis on the guiding principles, vision, and goals for the following community development topics:

- Land use/Zoning
- Transportation
- Mobility (bicycle, pedestrian, transit)
- Parking
- Design Standards road, streetscape, public/private interface
- Open Space type, ecology, connections, systems
- Infrastructure/utilities
- Sustainability (GSI, Geothermal, etc.)

2.2 Base Mapping:

In conjunction with the text describing the Gap Analysis, the team will prepare maps and diagrams to explain the conclusions and recommendations of the analysis. Results from the gap analysis will be incorporated by the planning team into early site planning concepts that will address key areas within the district to develop the design character and typology for how private development interfaces with the river.

These initial ideas and sketches are to aid in conversations and public outreach and presentations. The planning team working in conjunction with CCDC will facilitate a series of stakeholder meetings in order to garner feedback and input on the Shoreline district.

The planning team will prepare two conceptual plans for the district for discussion purposes. A Sketch-up model depicting current building massing, land use, and existing site amenities within the district will be developed. The model will be utilized for discussion purposes as a part of the stakeholder meetings.

2.3 Meetings: The following series of meetings are anticipated as a part of this fee proposal.

Internal Stakeholders

The Planning team will facilitate a minimum of three and no more than five work sessions with internal stakeholders including CCDC, and City of Boise to review the Gap Analysis, establish priorities, develop concepts, and make preliminary and final report presentations.

Total number of Internal Stakeholder meetings: 5.

External Stakeholders/Property Owners:

The planning team will facilitate individual meetings with property owners within the project boundary, as well as conduct no more than three open house style meetings for the public to review the findings and recommendations of the gap analysis.

Total number of External Stakeholder meetings: 9.

CCDC Board of Commissioners:

The planning team will incorporate the outcomes and findings from both the internal stakeholder and external stakeholder meetings into the gap analysis report. The information gathered shall be incorporated into the plans, diagrams, and design typology for the district. The planning team will provide periodic updates to the CCDC Board of Commissioners during regularly scheduled Board meetings. The planning team anticipates one presentation to the CCDC Board of Commissioners during this phase of the project

Total number of Informational Meetings with CCDC: 1.

City Council:

At each stage of feedback throughout Phase 2, the planning team will update the analysis and make the necessary revisions to the Gap Analysis report along with the supporting imagery including the conceptual site plans, diagrams, elevations, and maps that illustrate the future improvements for the district. The final presentation for phase 2 to the City Council will be conducted during a regularly scheduled work session. Feedback from the work session with the city council will be included as a part of the final Gap Analysis document.

Total number of Informational meetings to Boise City Council: 1.

Deliverables:

- Gap analysis written report and supporting diagrams and illustrations
- Concept plans and recommendations about riverfront changes/improvements
- Clear description of the district's intent and goals
- Internal and External Stakeholder meetings
- Public Open House presentations
- Informational Update Meetings to CCDC and Boise City Council.

Phase 3: District Frameworks, Public Improvements

3.1 Consultant Assessment Review:

In addition to the Urban Framework project that is inclusive of this proposal, additional analysis and assessments conducted by others contracted with CCDC to provide analysis throughout the Shoreline district, including but not limited to infrastructure, and real estate development will be incorporated into the Urban Framework report. As a part of the Urban Framework document, the planning team will work in conjunction with CCDC and their consultants to review the infrastructure deficiency assessment as well as the real estate assessment. The planning team will disseminate their findings into recommendations about the public infrastructure needs for the district.

3.2 Public Improvements List:

The Planning team will utilize the infrastructure needs to develop an improvements list. In addition to the infrastructure assessment, the list of improvements gathered from two other sources including: 1) the document review conducted during phase 1 and 2) Stakeholder meetings and conceptual design work completed during phase two.

From the list of public improvements identified throughout the district, the planning team will develop a cost estimate related to site improvements and landscape improvements to the extent that a rough order of magnitude is derived. Infrastructure improvements for the district identified by the civil engineering consultant, including but not limited to roads, and underground utilities, will be estimated separately by the engineer on the project and supplied to the planning team to be included as a part of the overall district improvements. Working closely with CCDC and SB Friedman the planning team will revise the cost estimate to align with the Economic Feasibility Study for the district to ensure it meets the goals of the Feasibility Study.

3.3 Framework Diagrams, Urban Design and Streetscape Standards:

The planning team will develop a series of diagrams and illustrations that depict the extent of the public improvement projects within the district. As well as to establish the typology for streetscapes, and urban design standards. Working from the basis of the previous master plans in the district, the planning team will develop recommendations and standards that work in unison with existing Downtown Boise Streetscape Standards.

Anticipated diagrams for the following topics will be needed:

- Preferred Development Concept Framework
- Mobility Framework(s) (streets, paths, transit, bridges)
- Streetscape Typology Framework (attached to Streetscape Standards)
- Open Space Framework (public spaces existing and proposed found in MPs)
- Utility Framework

The Shoreline District is unique in its interface with the Boise River. The planning team will work to develop design standards to address this unique interface. The team will work on a spectrum of design standards to include private investments interfaces with public property, standards for the greenbelt expansion, develop character and language for site furnishings and amenities as well as address standards for minimizing the impact to the river's edge and the tree canopy.

3.4 Riverfront Conceptual Site Plan

Outcomes from the context assessment, stakeholder meetings, and the infrastructure assessment will be illustrated in a final conceptual site plan depicting the public improvements and development interface envisioned along the riverfront including both the north and south sides of the river and throughout key development nodes within the renewal district boundary. The planning team will develop an overall site plan digitally rendered along with five key areas enlarged for readability and further detail development. Such detail will be expressed in plan and section.

A total of two revisions are anticipated as a part of the conceptual site plan design process. Any additional revisions will be considered additional services and negotiated separate from this contract.

3.5 3D Illustrations, Development Build-out Vision

The planning team will develop a full 3D model of the district and illustrate the potential buildout for the full district. The team will provide up to five (5) digitally rendered 3D illustrations of key aspects of the district. Final illustrations will represent the private investment forecasted in the Economic Feasibility Study as well as the public improvements envisioned for the district.

A total of two revisions within the model is anticipated as a part of phase three. Any additional revisions beyond what is described here will be considered additional services and negotiated separate from this contract.

Deliverables:

- Public improvements list and probable costs
- Framework Diagrams of the public improvements, existing master plans
- Riverfront urban design standards
- Streetscape standards
- Riverfront illustrated conceptual plans (no more than two revisions)
- 3D illustrations of key features of the district (no more than two revisions)

Phase 4 Final Document

4.1 Board of Commissioners Informational Update

The planning team will prepare and present the findings to date to the CCDC Board of Commissioners during regularly scheduled Board meeting. Outcomes from the presentation will be documented and incorporated into the preliminary Framework Document as required.

CTA will provide 5 preliminary documents as a part of the Internal Stakeholder update presentation

4.2 Preliminary Urban Framework Document

The planning team will prepare a preliminary Urban Framework document. The draft document will contain information from legal, SB Friedman, engineers, and others. This task will include:

- Preparing a document outline, discuss with CCDC the format and technology of document.
- Drafting text and compile the graphics necessary to illustrate the intentions of the urban framework.
- Coordinating with consultant team members in creating a cross-referenced and comprehensive document.
- Preparing refined urban framework diagrams. Large format prints on presentation boards as needed.

4.3 Internal Stakeholder Informational Update

The consultant will facilitate an agency coordination work session to present the preliminary document. The input received will be documented and incorporated into the final document, as required.

CTA will provide 5 preliminary documents as a part of the Internal Stakeholder update presentation.

4.4 Obtain CCDC Board Approval

Our planning team will prepare and present the final document to the CCDC Board of Commissioners during regularly scheduled Board meeting (occur second Monday each month).

CTA will provide 5 Draft Final documents as a part of the CCDC Board Approval update presentation

4.5 Open (City Council Presentation – TBD)

4.6 Final Urban Framework document for adoption

The consultant will revise the final Shoreline District Urban Framework document per the directives of CCDC staff, CCDC Board of Commissioners (and possibly the City Council - TBD) and provide a final digital PDF Urban Framework document to the CCDC.

CTA will provide 5 final documents as a part of the final document preparation. Additionally, CTA will provide a print ready digital file for further reproduction by the client.

February 21, 2018 (revised Februar Page 8 **EXHIBIT A**

Deliverables:

- Final Urban Framework Document
- High resolution presentation boards featuring plan views
- Deliver in PDF format
- Include working files in native format

PROFESSIONAL FEES

<u>Urban Framework Plan</u>	
- Phase 1: Planning Context and Assessment	\$ 5,732.00
- Phase 2: Gap Analysis / Riverfront Values	\$60,610.00
- Phase 3: District Frameworks	\$40,620.00
- Phase 4: Final Documents	\$40,832.00
- Travel Expense	\$9,551.00
- Printing Expense	\$ 3,051.96
Total Services Not to Exceed	\$16 <mark>0,360.96</mark>

REIMBURSABLE EXPENSES

An allowance for reimbursable expenses (listed above) has been estimated based on the size and scope of the project. Reimbursable expenses include travel (airfare, auto rental, mileage / fuel, lodging, meals, printing, copying, and postage). Only the expenses incurred will be billed. All reimbursable expenses will be billed at 1.05 percent of their actual cost.

QUALIFICATIONS

This proposal is based upon the following provisions:

- CCDC and the City of Boise shall provide all relevant studies, reports, and/or ordinances for the planning team.
- CCDC will assist in coordination of stakeholder meetings; provide meeting locations, invitations and accommodations.
- Printed documents for review are limited in number. Additional printing outside number specified in proposal will be charged on a per item basis.

PROJECT SCHEDULE

This proposal is based upon prompt Owner review of and response to the submittals as shown above. The Owner acknowledges that Owner-generated changes in the schedule and scope of the project may result in modifications of the associated professional fees. *CTA will inform owner of changes in scope and schedule that require modification to the fees and will obtain written approval prior to conducting the additional services.* Proposed design schedule is attached.

February 21, 2018 (revised Februar Page 9 EXHIBIT A

Thank you for this opportunity. We are looking forward to providing you with the planning services for this project. If you have any questions please do not hesitate to contact me at 208.577.5657 or angelah@ctagroup.com

02.28.2018

Date

uzela M. Hausen

Signature

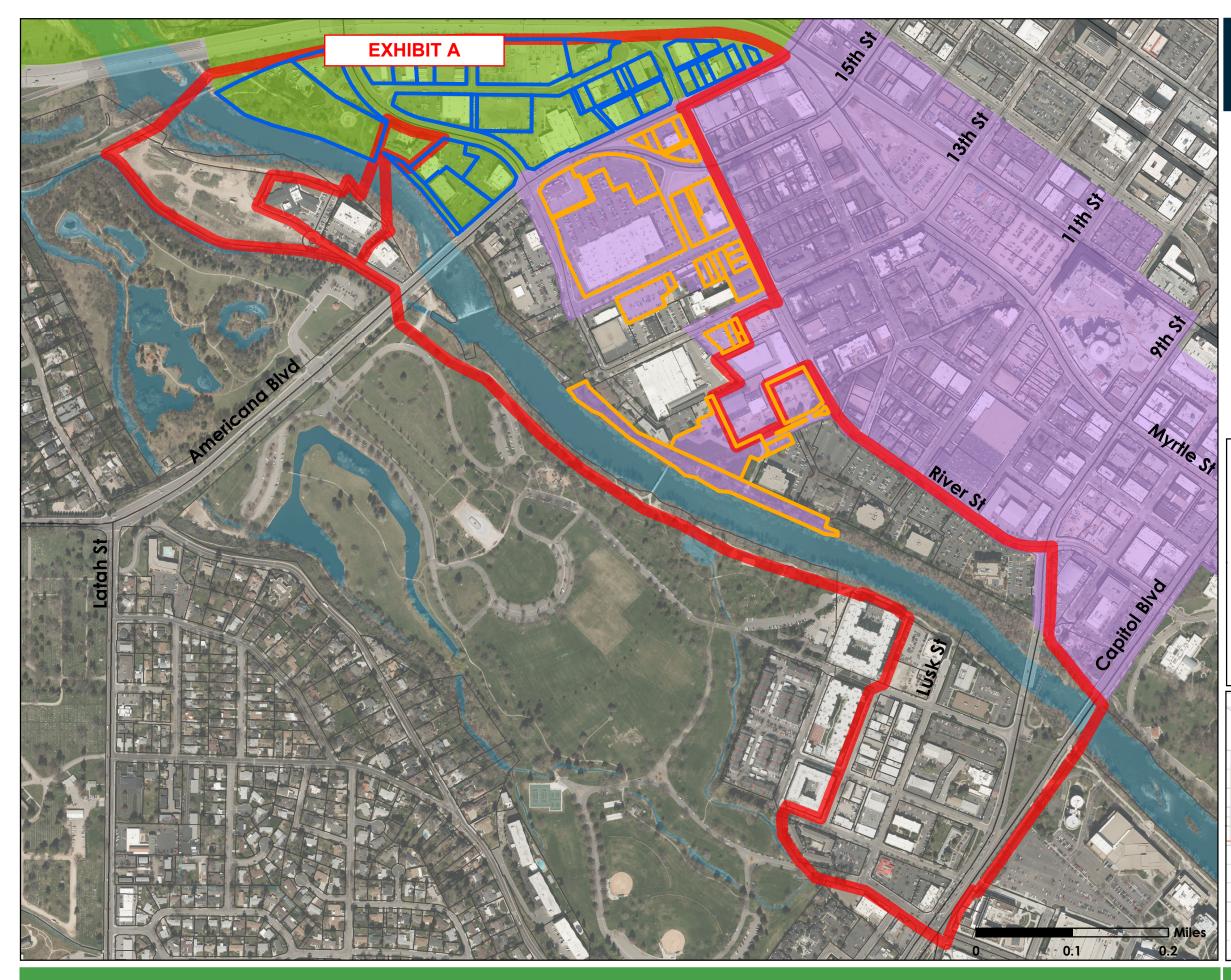
Signatures appear on Professional Services Agreement

Signature

Date

Angela M. Hansen Name (Printed)

Name (Printed)



Parcels within the proposed Shoreline Urban Renewal District

City of Boise



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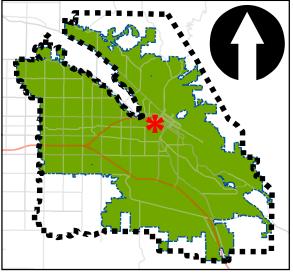
Legend

Parcels

- 30th Street Parcels
- River-Myrtle/Old Boise Parcels

Urban Renewal District

- 30th Street
- River-Myrtle/Old Boise
- Proposed Shoreline
 - Major Water Features



PDS - Comprehensive Planning Division

FEE PROPOSA		EXHI	BIT A			02.21.2018	
CTA	CTA Architects Engineers					CCDC_Shoreline	
	Boise, ID				DESIGN STAGE:		
®	http://www.ctagroup.com e-mail: info@	ctagroup.com			CTA FILE NAME:	CCDC_Shore	
SECTION A. DIREC							
SPECIALISTS	JOB TITLES	HOURS	RATES	AMOUNTS	SUB TOTALS	TOTALS	
PROJECT	Architectural Principal						
MANAGEMENT	Engineering Principal						
& COORDINATION	Project Manager Senior	59	136.00	8,024.00			
	Project Manager						
DOLUTEOTUDA					\$ 8,024.00		
ARCHITECTURAL	Architectural Senior Architectural						
	Architectural Production						
					\$-		
ANDSCAPE	Landscape Architect Senior	348	160.00	55,680.00			
ARCHITECTURE	Landscape Architect	268	65.00	17,420.00			
					\$ 73,100.00		
PLANNER	Planner Senior Planner	565	118.00	66,670.00			
	Pidilie	505	118.00	00,070.00	\$ 66,670.00		
NTERIOR DESIGN	Interior Designer Senior				22,270.00	1	
	Interior Designer						
		_			\$-		
STRUCTURAL	Engineering - Structural Senior						
	Engineering - Structural						
	Engineering - Production				\$ -		
MECHANICAL	Engineering - Mechanical Senior				*		
, the second state	Engineering - Mechanical						
	Engineering - Production						
		_			\$ -		
REFRIGERATION	Engineering - Refrigeration Senior						
	Engineering - Refrigeration Engineering - Production						
	Engineering - Froduction				\$-		
ELECTRICAL	Engineering - Electrical Senior				Ť		
	Engineering - Electrical						
	Engineering - Production						
o					\$ -		
CIVIL	Engineering - Civil Senior						
	Engineering - Civil Engineering - Production						
	Engineering Production				\$-		
OTHER SERVICES							
					\$ -		
SUPPORT	Project Coordinator	1			· * -	1	
	Administrative Assistant						
	Graphics Designer						
	- 5	1			\$ -		
	TOTAL HOURS	1240				\$ 147,794.00	Α.
SECTION B. CONSU	JLTANTS						
B	L. C. State and State and State and State				\$ -		
B2	2.				\$-		
B	3.				\$-		
						\$-	В.
SECTION C. OTHER	COSTS				\$ 3,051.96		
/	2. TRAVEL AND PER DIEM				\$ 9,515.00		
	3. TELEPHONE, FAX						
C2							
C2 C3 C4	4. POSTAGE, DELIVERY						
C2 C4 C4	5. PHOTOGRAPHY, FILM	or foo cottim -+->					
C2 C4 C4		or fee estimate)				\$ 12 566 96	C
C2 C4 C4	5. PHOTOGRAPHY, FILM	or fee estimate)				\$ 12,566.96	C.
C2 C4 C4	5. PHOTOGRAPHY, FILM	or fee estimate)		I. TOTAL C	OST TO CLIENT		C.
C2 C4 C4	5. PHOTOGRAPHY, FILM	or fee estimate)			OST TO CLIENT DESIGN STAGE	\$ 160,360.96	C.

cell c5 thru f

yellow shaded cells require manual input Type the names of "other services" needed for the project as you want them to appear.

DETAIL	

CTA	Boise, ID http://www.ctagroup.com Management Architectural Landscape						u			DATE: PROJE DESIG CTA FI	N STAG	E:	02.21.2 CCDC Phase CCDC	_Shore 1-4																					
	Arch.	Eng.			A		Arch.	Land.	Land.	Planner		Int. Des.	eriors	Struct.	Structura Struct.	Eng.		Mechanica	al Eng. Prod.		efrigeratio	Eng.		Electrical	Eng.		Civil	Eng.	Othe	er Service	es	Proj.		Graphic	TOTAL
NO DESCRIPTION OF ACTIVITY	Princ.	Princ	. PM Sr	r. PM	Arch. S	Sr. Arch.	Prod.	Arch. Sr.	Arch.	Sr.	Planner	Sr.	Int. Des.	Sr.	Eng.	Prod.	Mech. Sr.	Mech.	Prod.	Ref. Sr.	Ref.	Prod.	Elect. Sr.	Elect.	Prod.	Civil Sr.	Civil	Prod.				Coord.	Assist	Design	HOURS
Phase One: Planning Context and Assessment																																			
Data Collection plan, Policy, ordinance, and 2 development proposal review			1.	_																															
3 Study Area SWOT including diagram			1.	0					16.0		16.0															-									9.0 32.0
Assessment Presentation including presentatio	n																																		
4 prep. (via webex) 5 Meeting Minutes	_		2.								10.0																								12.0 2.0
Phase Two: Gap Analysis, Riverfront Values and District Goals			2.0																																2.0
7 Gap Analysis								60.0			40.0																								100.0
8 Base mapping and Sketchup Modeling									40.0		32.0																								72.0
Internal Stakeholder Meetings Maximum of 5 9 meetings over 3 days			12.	0				12.0			12.0																								36.0
10 Meeting Minutes			2.																																2.0
Travel time for internal stakeholder meetings 11 (Designer and Planner)								8.0			6.0																								14.0
Preliminary Riverfront Site Plan Concepts, Desi 12 Standards								80.0			60.0																								140.0
CCDC /City of Boise Presentation re: Outcomes from Stakeholder meetings including presentation prep (via webex)	on		1.0	0				1.0			12.0																								14.0
14 Meeting Minutes			2.	0																															2.0
Site Plan Concept and Design Standards Revisions per Stakeholder and CCDC comment	s		4.	0				20.0			20.0																								44.0
16 Travel Time Public Open House								8.0			6.0																								14.0
 Public Open House Travel Time Board of Commissioners Update 	-		3.	0				3.0			3.0 6.0																								9.0 6.0
 Board of Commissioners Update 			2.	0							2.0															-									4.0
20 Meeting Minutes			2.	0																															2.0
Phase Three: District Frameworks, Public Improvements																																			
Document Review of Infrastructure Assessment 22 Provide Recommendations	-		2.	0				8.0			12.0																								22.0
Public Improvements Projects List and Cost 23 Estimates			2.	0				0.0																		_									
Framework Diagrams including preferred development concepts, mobility, streetscape									32.0		8.0																								40.0
24 typology, open space and utility framework Graphic Illustrations including 3D Modeling for	_							32.0			16.0																								48.0
25 framework diagrams	_	_		_					120.0																										120.0
26 Riverfront Urban Design Standards 27 Streetscape Design Standards		+			_			┨────			32.0 32.0															┨────		$\ $							32.0 32.0
Riverfront Conceptual Site Plan								40.0			JZ.U																								40.0
29 Travel Time Internal Stakeholder review meeting	9							8.0			6.0																								14.0
CCDC / City of Boise Internal Stakeholder Meeting to review design standards			2.	0				12.0			12.0																								26.0
Meeting Minutes			2.																																2.0
Phase Four: Final Document																																			
Refinement per CCDC/City of Boise Internal Stakeholder review meeting																																			10-
Travel time for Board of Commissioners Update Meeting					_			40.0	40.0	-	40.0																								<u>120.0</u> 6.0
35 Board of Commissioners Update			2.					Ĭ		1	2.0															Ĭ									4.0
36 Meeting Minutes 37 Preliminary Urban Framework Document			2.	0																															2.0
Compile Urban Framework Document											60.0																								60.0
CCDC/City of Boise Draft Document Review Period																																			50.0
40 Revisions by planning team41 Travel Time for Internal Stakeholder meetings				_					20.0		32.0 6.0																								52.0 14.0

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Internal Stakeholder Meeting - present final draft 42 document			2.0						12.0																				2.0
43 Meeting Minutes			2.0																										6.0
Travel time for Board of Commissioners Update 44 Meeting									6.0																				6.0
45 CCDC Board Presentation/Approval			2.0						2.0																				4.0
46 Travel Time for City Council Presentation									6.0																				6.0
47 City Council Presentation			2.0						2.0																				4.0
48 Final Document			8.0					16.0	40.0																				64.0
58																													
TOTAL MAN HOURS PER TYPE	-	-	59	-	-	-	-	348 268	- 565	-	-	-	-	-	-	-	-	-	-	-	-	- 1	-		-		-		1,240.0

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CTA Architects Engine	ers								CCDC_Shoreline
Boise, ID									Phase 1-4
						СТА	FIL	E NAME:	CCDC_Shore
http://www.ctagroup.com	e-mail: in	nfo@cta	group.co	m					
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Rental Truck/SUV		ays	х	\$	115.00	=	\$	-	
Rental Car Gas		liles	х	\$	0.30	=	\$	-	
Personal Car		liles	х	\$	0.545	=	\$	-	
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Charter Air	Ea	ach	х			=	\$	-	
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*use website link below to lookup applicable GSA per diem rates for location needed http://www.gsa.gov/portal/content/110007

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Travel, Per Diem, Postage & Delivery, Long Distance Phone & Fax, Film/Developing, Direct Project Supplies (Models, etc.) to be billed at CTA cost + 5%.

CCDC-Boise



Task Name	Duration	Start	Finish		Mar				Apr					May				Jun			L	ul				Aug	
				Feb Mar 5	Mar 12		Mar 26	Apr 2	Apr 9 🖌	Apr 16	Apr 23	Apr 30	May 7	May 14	May 21	May 28				Jul 2	Jul 9		Jul 23	Jul 30	Aug 6	Aug 13	Aug 20 🛛 Aug
Capital City Development Corporation – Shoreline District Urban Framework Proposed Schedule																											
Notice Proceed	0	03/12/18	03/12/18		•																						
Phase 1	15d	03/12/18	03/30/18																								
Data collection plan, policy, ordinance and development proposal review	5d	03/12/18	03/16/18																								
Base Mapping and Sketch-up Model (existing conditions)	5d	03/12/18	03/16/18																								
Study Area SWOT including diagrams and written assessment	5d	03/19/18	03/23/18			+	-																				
Assessment Finding Presentation	5d	03/26/18	03/30/18				+																				
P Phase 2	38d	03/12/18	05/02/18									÷.															
Gap Analysis	5d	03/12/18	03/16/18		+																						
Preliminary Riverfront Site Plan Concepts, Design Standards	8d	04/02/18	04/11/18					+																			
Internal Stakeholder Meetings – Round 1	5d	04/12/18	04/18/18						+	- I																	
Board of Commissioners Information Update	5d	04/19/18	04/25/18							+																	
Public Open House	5d	04/26/18	05/02/18								+																
Phase 3	40d	05/03/18	06/27/18																								
Document Review of Infrastructure Assessment - Quadrant to provide	5d	05/03/18	05/09/18																								
Framework Diagrams including: preferred development concept; mobility, streetscape typology; open space, and utility	ity fran 10d	05/03/18	05/16/18											_													
Public Improvements Projects List and Cost Estimates	5d	05/17/18	05/23/18																								
Graphic Illustrations & 3D Modeling	15d	05/17/18	06/06/18														_										
Riverfront Urban Design Standards	5d	05/17/18	05/23/18																								
Streetscape Standards	5d	05/17/18	05/23/18																								
Riverfront Conceptual Site Plan	10d	05/17/18	05/30/18											+													
Internal Stakeholder Meetings – Round 1	5d	06/07/18	06/13/18																								
Board of Commissioners Information Update	5d	06/14/18	06/20/18															+									
Public Open House	5d	06/21/18	06/27/18																L								
Phase 4	60d	06/07/18	08/29/18																								
Preliminary Urban Framework Document	20d	06/07/18	07/04/18														+										
CCDC / City of Boise Draft Doc Review Period	5d	07/05/18	07/11/18																	+							
Internal Stakeholder Meetings – Round 1	5d	07/12/18	07/18/18																		÷						
Board of Commissioners Information Update	5d	07/19/18	07/25/18																			+	_				
Public Open House	5d	07/26/18	08/01/18																				+				
Final Document	10d	08/02/18	08/15/18																								_
CCDC Board Approval	0	08/22/18	08/22/18																								*
City Council Approval	0	08/29/18	08/29/18																								•

2018 Standard Hourly Rates



ARCHITECTURAL	 Min	 Max
Architectural Production	\$ 62.00	\$ 117.00
Architectural	\$ 75.00	\$ 113.00
Architectural Senior	\$ 98.00	\$ 186.00
Project Manager	\$ 99.00	\$ 144.00
Project Manager Senior	\$ 136.00	\$ 169.00
Landscape Architect	\$ 65.00	\$ 102.00
Landscape Architect Senior	\$ 126.00	\$ 160.00
Planner	\$ 106.00	\$ 130.00
Interior Designer	\$ 60.00	\$ 81.00
Interior Designer Senior	\$ 85.00	\$ 155.00
Architectural Principal	\$ 161.00	\$ 286.00
ENGINEERING		
Engineering Production Civil	\$ 74.00	\$ 87.00
Engineering Civil	\$ 82.00	\$ 110.00
Engineering Civil Senior	\$ 124.00	\$ 167.00
Engineering Production Structural	\$ 60.00	\$ 103.00
Engineering Structural	\$ 104.00	\$ 126.00
Engineering Structural Senior	\$ 133.00	\$ 165.00
Engineering Production Electrical	\$ 57.00	\$ 119.00
Engineering Electrical	\$ 91.00	\$ 152.00
Engineering Electrical Senior	\$ 117.00	\$ 213.00
Engineering Production Mechanical	\$ 51.00	\$ 102.00
Engineering Mechanical	\$ 81.00	\$ 152.00
Engineering Mechanical Senior	\$ 115.00	\$ 214.00
Engineering Production Refrigeration	\$ 35.00	\$ 83.00
Engineering Refrigeration	\$ 76.00	\$ 104.00
Engineering Refrigeration Senior	\$ 106.00	\$ 185.00
Engineering Principal	\$ 178.00	\$ 235.00
SUPPORT		
Project Coordinator	\$ 60.00	\$ 78.00
Administrative Assistant	\$ 46.00	\$ 79.00
Graphic Designer	\$ 72.00	\$ 136.00



AGENDA BILL

Agenda Subject: Contract Award for 2018	Power Undergrounding Project	Date: March 12, 2018
Staff Contact: Kathy Wanner Contracts Specialist	Attachments: A: Resolution No. 1538 B: Bid Results C: Bid Received from Anderson &	& Wood Construction Co., Inc.
Action Requested:		

Adopt Resolution No. 1538 awarding the contract for the Power Line Relocation: Main & Idaho Alley | 3rd to 5th Street project to Anderson & Wood Construction Co., Inc.

Background:

The Board of Commissioners approved the improvement of the three alleys between City Hall and the Old Assay Office with the adoption of the 2017-2021 Capital Improvements Plan in August 2016. This effort supports the Downtown Parks and Public Spaces Plan, which identified this series of alleys and a public space to be improved. The effort also leverages previous and ongoing private investments and developments in and along the alleys: 5th & Idaho Apartments (\$12M); the Paulsen Building renovation (\$1M); the Brownfield's renovation (\$2.2M); and two public ACHD green stormwater alley projects (\$300K for both) — all totaling more than \$15M.

Utilities in the alley between 5th and 6th Streets were installed underground in Spring 2017 by the developer of the 5th & Idaho Apartments as part of a Type 4 Participation Agreement with the Agency. In July 2017, the Board approved Resolution #1497 approving an agreement with Idaho Power to replace the overhead primary power lines and pole-mounted transformers with underground primary lines and surface-mounted transformers, and to remove all poles in the alley between Main and Idaho streets, from 3rd to 5th Street. The approval of this bid is the third and final CCDC-funded portion of the alley project. This project will replace the overhead service and telecommunication lines to individual customers with underground lines and modify service panels and building services as necessary to transform the alley.

The Agency has worked with property owners and stakeholders in the alley between Main and Idaho streets from 3rd to 5th Street to obtain the necessary easements. The Agency will continue to work with owners and tenants to minimize project-related disruptions. By collaborating with other agencies, including Idaho Power and ACHD, the Agency will help transform the alley into a non-traditional public space. ACHD will continue its Green Stormwater program this summer in the alley between 4th & 5th streets with the replacement of concrete and asphalt with permeable pavers.

Agency on-call engineering firm, Musgrove Engineering, has been assisting with the design, bid specifications, and plans, and will continue with construction administration services through the

completion of this project. Construction will commence this spring in coordination with the ACHD 2018 Green Stormwater Project in the same alley.

Bidding Requirements:

State law requires a formal, sealed bid process for public works construction projects exceeding \$200,000 and selection of the lowest responsive bidder. The Agency advertised an Invitation to Bid for the Power Line Relocation: Main & Idaho Alley | 3rd to 5th Street Project in the *Idaho Statesman* on January 24 and January 31, 2018. In an effort to receive as many competitive bids as possible, a notice also was emailed to the plan rooms at the Idaho Association of General Contractors (AGC) and Idaho Blueprint as well as eighteen separate electrical contractors holding the requisite public works license. A non-mandatory pre-bid meeting was held at the alley site location on February 7, 2018. Two (2) contractors attended the pre-bid meeting.

One bid was received by the February 22, 2018, deadline:

COMPANY

BID RECEIVED

Anderson & Wood Construction Co., Inc. \$328,767.90

The Anderson & Wood Construction Co., Inc. bid met all the administrative requirements of the bidding and licensing process and is the qualified bidder submitting the lowest responsive bid for this project.

Fiscal Notes:

The Agency's FY2018 budget includes sufficient funding for this project.

Staff Recommendation:

Staff recommends that the Board of Commissioners adopt Resolution No. 1538 recognizing Anderson & Wood Construction Co., Inc. as the lowest responsive bidder, awarding the Power Line Relocation: Main & Idaho Alley | 3rd To 5th Street Project contract to Anderson & Wood Construction Co., Inc. for the total Base Bid amount of \$328,767.90, and authorizing the Executive Director to negotiate and execute the contract and to expend funds as set forth in the resolution.

Suggested Motion:

I move to adopt Resolution No. 1538 recognizing Anderson & Wood Construction Co., Inc. as the lowest responsive bidder, awarding the Power Line Relocation: Main & Idaho Alley | 3rd To 5th Street Project contract to Anderson & Wood Construction Co., Inc. for the total Base Bid amount of \$328,767.90, and authorizing the Executive Director to negotiate and execute the contract and to expend funds as set forth in the resolution.

Attachment A

Resolution No. 1538

(Begins on the following page.)



RESOLUTION NO. 1538

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, FINDING ANDERSON & WOOD CONSTRUCTION CO., INC. IS THE LOWEST QUALIFIED BIDDER FOR THE POWER LINE RELOCATION: MAIN & IDAHO ALLEY | 3rd to 5th STREET PROJECT; AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE А PUBLIC WORKS CONSTRUCTION CONTRACT WITH ANDERSON & WOOD CONSTRUCTION CO., INC. FOR THE POWER LINE RELOCATION: MAIN & IDAHO ALLEY | 3rd to 5th STREET PROJECT; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, is made on the date hereinafter set forth by the Urban Renewal Agency of Boise City, Idaho, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, chapter 20, title 50, Idaho Code, and the Local Economic Development Act, as amended and supplemented, Chapter 29, Title 50, Idaho Code (collectively, the "Act"), as a duly created and functioning urban renewal agency for Boise City, Idaho, hereinafter referred to as the "Agency."

WHEREAS, the City of Boise, Idaho (the "City"), after notice duly published, conducted a public hearing on the River Street-Myrtle Street Urban Renewal Plan (the "River Street Plan"), and following said public hearing the City adopted its Ordinance No. 5596 on December 6, 1994, approving the River Street Plan and making certain findings; and,

WHEREAS, the City, after notice duly published, conducted a public hearing on the First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street Urban Renewal Project (annexation of the Old Boise Eastside Study Area and Several Minor Parcels) and Renamed River Myrtle-Old Boise Urban Renewal Project (the "River Myrtle-Old Boise Plan"); and,

WHEREAS, following said public hearing, the City adopted its Ordinance No. 6362 on November 30, 2004, approving the River Myrtle-Old Boise Plan and making certain findings; and,

WHEREAS, the Agency seeks to encourage economic development by assisting with infrastructure and public facility improvements; and,

WHEREAS, in an effort to improve downtown alleys as non-traditional public spaces in general and the alleys between Boise City Hall and the Old Assay office in particular, the electrical transmission lines located in the alley from 3rd Street to 6th Street between Main Street and Idaho Street must be undergrounded for both public safety and aesthetics reasons; and,

WHEREAS, the Agency adopted Resolution # 1458 on August 24, 2016, approving the 2017-2021 Capital Improvements Plan which included the improvement of three alleys from 6th Street to 3rd Street between Main Street and Idaho Streets; and,

WHEREAS, the Agency adopted Resolution # 1475 on March 6, 2017, approving Amendment 1 to the Type 4 Participation Agreement with the developer of the 5th & Idaho Apartments which includes the work to underground the electrical transmission lines in the alley from 6th Street to 5th Street between Main Street and Idaho Street; and,

WHEREAS, the Agency adopted Resolution # 1497 on July 10, 2017, approving an agreement with Idaho Power to replace the overhead primary electrical transmission lines and pole-mounted transformers with underground facilities in the alley from 3rd Street to 5th Street between Main Street and Idaho Street; and,

WHEREAS, the Agency will complete the improvements in the alley from 3rd Street to 5th between Main Street and Idaho Street by replacing the overhead service and telecommunication lines to individual customers with underground lines, modified service panels, and building services as necessary to transform the alley; and,

WHEREAS, the Agency is required to comply with the competitive bidding provisions of chapter 28, title 67, Idaho Code, in its procurement of public works construction; and,

WHEREAS, Idaho Code § 67-2805 provides for a competitive sealed bidding process for procurement of public works construction valued in excess of \$200,000; and,

WHEREAS, the Agency issued an Invitation to Bid for the Power Line Relocation: Main & Idaho Alley | 3rd to 5th Street on January 24, 2018, and published the requisite public notice of the Invitation to Bid in the *Idaho Statesman* newspaper on January 24 and 31, 2018; and,

WHEREAS, the Agency's Invitation to Bid set forth specific bidding procedures and specifications that the Agency considered to be in its best interest and critical to its ability to receive the exact services sought to be procured, including a non-mandatory pre-bid meeting and site tour, submission of a sealed bid by a licensed public works contractor, a bid bond, and an affidavit concerning taxes; and,

WHEREAS, the Agency conducted a non-mandatory pre-bid meeting and site tour on February 7, 2018, which was attended by two (2) licensed contractors; and,

WHEREAS, the Agency received one (1) sealed bid by the due date and time of 3:00 p.m. on February 22, 2018; and,

WHEREAS, the bid received from Anderson & Wood Construction Co., Inc. for the amount of THREE HUNDRED TWENTY EIGHT THOUSAND SEVEN HUNDRED SIXTY SEVEN AND 90/100 DOLLARS (\$328,767.90) was the lowest responsive bid from a qualified bidder; and,

WHEREAS, Agency staff recommends to the Board that the contract award for the Power Line Relocation: Main & Idaho Alley | 3rd to 5th Street be made to Anderson & Wood Construction Co., Inc. as the lowest responsive bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF BOISE CITY, AS FOLLOWS:

<u>Section 1</u>: That the above statements are true and correct.

<u>Section 2</u>: That the Board hereby finds that Anderson & Wood Construction Co., Inc. was the qualified bidder submitting the lowest responsive bid for the Power Line Relocation: Main & Idaho Alley | 3rd to 5th Street.

Section 3: That the Executive Director of the Agency is hereby authorized to negotiate and execute a public works construction contract with Anderson & Wood Construction Co., Inc. for the bid amount of THREE HUNDRED TWENTY EIGHT THOUSAND SEVEN HUNDRED SIXTY SEVEN AND 90/100 DOLLARS (\$328,767.90), consistent with the Board's stated instructions at the March 12, 2018, Agency Board Meeting; and further, is hereby authorized to execute all necessary documents required to implement the actions contemplated by the contract, subject to representations by Agency legal counsel that all conditions precedent to those actions and the contract or other documents are acceptable and consistent with the comments and discussions received at the March 12, 2018 Agency Board Meeting.

<u>Section 4</u>: That the Executive Director is further authorized to expend funds for the bid amount of \$328,767.90 plus up to 10% of this amount for construction contingencies if determined necessary in his best judgment.

<u>Section 5</u>: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of Boise City, Idaho, on March 12, 2018. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on March 12, 2018.

URBAN RENEWAL AGENCY OF BOISE CITY

By:

Dana Zuckerman, Chair

By:

ATTEST:

Dave Bieter, Secretary

Attachment B

Bid Results

(Begins on the following page.)





Power Line Relocation: Main & Idaho Alley - 3rd to 5th BIDS DUE: February 22, 2018 - 3:00 PM

Bid Results

CONTRACTOR	PWC License	Bid Security (5% of Base Bid)	Signed Contractor's Affidavit Concerning Taxes	Unit Prices Submitted	Addendum #1 Acknwldgd	Subcontractor List per Idaho Code § 67-2310	Completed Signed Bid Form	BID AMOUNT
Anderson & Wood	10702-U-1-3-4	yes	yes	yes	yes	yes	yes	\$328,767.90

Attachment C

Bid Received from ANDERSON & WOOD CONSTRUCTION CO., INC.

(Begins on the following page.)



SECTION 00 41 13 BID FORM

BID FORM

PROJECT: POWER LINE RELOCATION: MAIN & IDAHO ALLEY | 3rd to 5th STREET

THIS BID IS SUBMITTED TO:

Capital City Development Corporation Attn: **POWER LINE RELOCATION: MAIN & IDAHO ALLEY | 3rd to 5th STREET PROJECT** 121 N. 9th Street, Suite 501 Boise, Idaho 83702

- 1.01 The undersigned Bidder proposes and agrees to enter into a Contract with CCDC in the form included in the Project Manual to perform all the Work as specified or indicated in the Project Manual for the prices indicated in this Bid and in accordance with the other terms and conditions of the Project Manual.
- 1.02 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of CCDC.
- 1.03 Within thirty (30) days from receiving a written notice of acceptance of this Bid, Bidder shall execute the Contract and shall deliver evidence of required insurance coverages and bonds in the amounts required by the Contract.
- 1.04 In submitting this Bid, Bidder represents, as set forth in the Contract and Project Manual, that:
 - a. Bidder has examined and understands the Project Manual and the following Addenda:

Addendum No.	Addendum Date
1	02/17/2018

- b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- c. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- d. Bidder has carefully studied: 1.) all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Project Manual; and 2.) all reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Project Manual.
- e. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures, and procedures of construction expressly required by the Project Manual to be employed by Bidder, and safety precautions and programs incident thereto.

- f. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Project Manual.
- g. Bidder is aware of the general nature of work to be performed by CCDC and others at the Site that relates to the Work as indicated in the Project Manual.
- h. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Project Manual, and all additional examinations, investigations, explorations, tests, studies, and data with the Project Manual.
- i. Bidder has given CCDC written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Project Manual, and the written resolution thereof by CCDC is acceptable to Bidder.
- j. The Project Manual is generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- k. Bidder is responsible for ascertaining the existence of any addenda and the contents thereto.
- 1.5 Bidder represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over CCDC.
- 1.6 Bidder will complete the Work in accordance with the Contract Documents for the lump sum given, which includes all taxes. Unit prices have been computed in accordance with the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid Items will be based on actual quantities provided, determined as provided in the Contract Documents.
- 1.7 Bidder agrees that the Work will be substantially completed and fully completed ready for final payment in accordance with General Conditions on or before the dates or within the number of calendar days indicated in the Contract Documents. Bidder accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the Work within the times specified.
- 1.8 Bidder agrees to comply with Idaho Code § 44-1001 through 44-1006 regarding employment of Idaho residents.
- 1.9 The following documents are attached to and made a condition of this Bid: 1.) Required Bid security; 2.) Unit Prices Form, and 3.) Contractor's Affidavit Concerning Taxes.

Bidder agrees to include with the Bid the names and addresses and Idaho Public Works Contractor License numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract.

- 1.10 WAIVER & RELEASE: Bidder has read and fully accepts CCDC's discretion and non-liability as stipulated herein, expressly for, but not limited to, CCDC's decision to proceed with a selection process in response to the Invitation to Bid, including the right in its sole discretion and judgment for whatever reason it deems appropriate, at any time unless contrary to applicable state law, to:
 - a. Modify or suspend any and all aspects of the process seeking a contractor to construct Project.
 - b. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to CCDC's Bid Invitation (any such person, entity, or group responding is, for convenience, hereinafter referred to as "Bidder"), and to ascertain the depth of Bidder's capability and experience for construction of Project and in any and all other respects to meet with and consult with any Bidder or any other person, entity, or group.
 - c. Waive any formalities or defects as to form, procedure, or content with respect to its Bid Invitation and any responses by any Bidder thereto.

- d. Accept or reject any sealed Bid received in response to the Bid Invitation, including any sealed Bid submitted by the undersigned; or select any one submission over another.
- e. Accept or reject all or any part of any materials, plans, drawings, implementation programs, schedules, phrasings and proposals or statements, including, but not limited to, the nature and type of Bid.

Bidder agrees that CCDC shall have no liability whatsoever, of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.

SUBCONTRACTORS

CCDC requires the names and addresses of subcontractors to whom work will be awarded, subject to approval of CCDC and Architect, and pursuant to Idaho Code § 67-2310. If such work is not required, Bidder will indicate "Not Applicable" in the list below. In the event that the general (Trade) contractor intends to self-perform the plumbing, HVAC, or electrical work, the general contractor must be properly licensed by the state of Idaho to perform such work. The general (Trade) contractor shall demonstrate compliance with this requirement by listing the valid contractor's license number for the plumbing, HVAC, or electrical work to be self-performed by the general contractor on the bid form.

Failure to name subcontractors as required by Idaho Code shall render any bid submitted unresponsive and void.

Plumbing	<u>N/A</u>
Address:	
Public Works License No.	
Idaho Plumbing Contractors Lice	nse No
Heating & Air Conditioning	N/A
Address:	
Public Works License No.	
Idaho HVAC Contractors License	No
Electrical	Self Perform - Anderson & Wood Construction Co., Inc.
Address:	2120 E Lanark St
	Meridian, ID 83642
Public Works License No.	10702
Idaho Electrical Contractors Licer	nse No. C-4480

BASE BID - OFFER

Bidder agrees to perform all the work described in the Drawings and Specifications for the total lump sum bid of:

01.			197					00/
Three	Hundred	Twenty	Eight Thousand	Seven	Hundred	Sixty	Seven 4	1/10
		2	5			J		
	2-2 -	0 -						

(\$_____<u>328,767.90_____</u>) Dollars, lawful money of the United States.

[Show amount in both words and figures; in event of discrepancy, the amount in words shall govern.]

BID FORM SIGNATURE

SUBMITTED on February 22, 2018.

		11	-	
X	1n	R.	Q=	
CICN	ATUDE			

Print Name and Title	
Anderson & Wood Construction Co.	., Inc
Contractor / Company	
2120 E Lanark St	
Address	
Meridian, ID 83642	

10702-U-1-3-4	4
---------------	---

Idaho Public Works Contractor License No. 07/30/2018 License Expiration Date 20-2684358 Federal Tax ID # info@awconst.com E-mail Address (208)888-7917

Phone No.

(208)888-4945

Fax No.

ATTENTION: Did you remember the Bid Security, Unit Prices Bid Form and Contractor's Affidavit Concerning Taxes?

- Bid Security in the form of a bid bond, certified check, cashier's check, or cash in an amount not less than five percent (5%) of the total amount of the bid is **REQUIRED**.
- Unit Prices Bid Form completed and signed is REQUIRED.
- Contractor's Affidavit Concerning Taxes is **REQUIRED**.

IF BID SECURITY, UNIT BID PRICES AND CONTRACTOR'S AFFIDAVIT ARE NOT INCLUDED, YOUR BID WILL BE CONSIDERED NON-RESPONSIVE.

END OF SECTION 00 41 13

SECTION 00 43 22 UNIT PRICES BID FORM EXECUTE AND SUBMIT WITH BID

UNIT PRICES

All Bidders must provide unit prices for the items listed below. These unit prices apply to and shall be the same for Base Bid and any subsequent and approved Change Orders.

Schedule A: Change Order Unit Prices					
Item Description	Quantity	Unit of Measure	Unit Price		
Boring and Installation of (1) 2" conduit with backfill as required	1	LF	\$ 40.00		
Boring and installation of (1) 3" conduit with backfill as required	1	LF	\$40,00		

, 2018.

SUBMITTED on February 22

SIGNATURE

Fred S Oliver, President
Print Name and Title
Anderson & Wood Construction Co., Inc.
Contractor / Company
2120 E Lanark St
Address
Meridian, ID 83642
City, State, Zip

10702-U-1-3-4

laho Public Works Contractor License N	о.
07/30/2018	
icense Expiration Date	
20-2684358	
ederal Tax ID #	
nfo@awconst.com	
-mail Address	
208)888-7917	
hone No.	
208)888-4945	

END OF SECTION 00 43 22

00 43 22 - 1

SECTION 00 45 46 CONTRACTOR'S AFFIDAVIT CONCERNING TAXES MUST EXECUTE AND SUBMIT WITH BID

CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF Idaho

COUNTY OF Ada

Pursuant to Chapter 15, Title 63, Idaho Code, I the undersigned, being duly sworn, depose and certify that all taxes, excises and license fees due to the State of Idaho and its taxing units, for which I or my property is liable, then due or delinquent, have been paid, or arrangements have been made, before entering into a contract for construction of any public works in the State of Idaho.

Anderson & Wood Construction Co., Inc.

Contractor / Company

2120 E Lanark St

Address

Meridian, ID 83642

City, State, Zip

Authorized Representative Signature

Fred S Oliver, President

Print Name and Title

Subscribed and sworn to before me this _	22nd	day of	February	, 20 <u></u> .
NOTARY NOTARY			blic at: <u>Mencliar</u> on Expires:	Life 1. Ichp 10-18-22

END OF SECTION 00 45 46

TE OF

Document A310[™] - 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond					
CONTRACTOR:		SURETY:			
(Name, legal status and address)		(Name, legal status and principal place of business) Great American Insurance Company			
Anderson & Wood Construction C	Co., Inc.	301 East Fourth Street	This document has important		
2120 E Lanark Street		Cincinnati OH 45202	legal consequences. Consultation		
	83642	Mailing Address for Notices	with an attorney is encouraged with respect to its completion or modification.		
OWNER:			mouncation.		
(Name, legal status and address)			Any singular reference to		
Capital City Development Corpo 121 N 9th St. #501	ration		Contractor, Surety, Owner or other party shall be considered plural where applicable.		
Boise ID 837	02		•		

BOND AMOUNT: 5%

4 .

Five Percent of Amount Bid

PROJECT: (Name, location or address. and Project number, if any)

Power Line Relocation: Main & Idaho Alley / 3rd to 5th Street Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Bv:

day of February, 2018. Signed and scaled this 22nd

(Witness) Michelle E White

(Witness) Michelle Sq

Anderson & Wood Construction Co., Inc. (Principal) (Seal)

(Tille) Fred S Oliver, President

Great American Insurance Company

(Surety) (Seal) Elizabeth Schneider Attornev -in-Fact

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET
CINCINNATI, OHIO 45202
513-369-5000
FAX 513-723-2740

POWER OF ATTORNEY

The number of persons authorized by this power of attorney is not more than EIGHT

14 12

No. 0 15077

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name **TINA COLEMAN KIM WARD** PHILIP S. WALTER **GREG EWING** ELIZABETH SCHNEIDER

VICKI GOECOECHEA COLLEEN THOMPSON MICHELLE SQUIRES

Address ALL OF BOISE, **IDAHO**

Limit of Power ALL \$100.000.000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above. IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate 20TH officers and its corporate seal hereunto affixed this day of JUNE 2017 GREAT AMERICAN INSURANCE COMPANY Attest

Assistant Secretary

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

Divisional Senior Vice President

2017 , before me personally appeared DAVID C. KITCHIN, to me On this 20TH day of JUNE known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Koho Notary Public, State of Ohio My Commission Emires 05-18-2020

ang

Susan a Lohoust

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

day of February

Signed and sealed this



Assistant Secretary

Anderson & Wood Construction Co., Inc

Be it resolved, that all contracts and agreements of the Corporation, including (but not by way of limitation) bills payable, notes, checks, drafts and other negotiable instruments, leases, bonds, and mortgages, be executed and signed on behalf of the Corporation by its President, or Vice-President jointly with its Secretary, Treasurer or Assistant Secretary.

We, the undersigned, Officers of the Corporation, do certify that the above is a true, exact and correct copy of a resolution adopted at a lawfully held meeting of the Corporation's Board of Directors on the fourteenth day of May.

Oliver

Michael Bruett

Michelle White

5/14/2012 Date

5/14/2012 Date

5/14/2012 Date

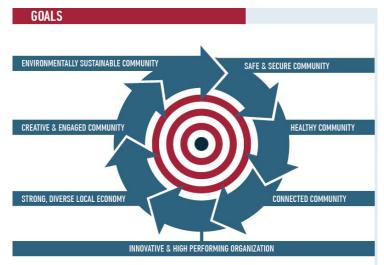
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- TO: Dana Zuckerman, Chair and CCDC Board of Commissioners
- FM: John Brunelle, Executive Director
- RE: CCDC Operations Report March 2018

COLLABORATION NATION

The new \$95 million CCDC 5 Year Capital Improvement Program is a bold and aggressive plan put forth this month by agency personnel. It's also the result of extensive collaboration with private sector partners many relationships we value greatly because they – like CCDC – deliver results. There have been dozens of input points from public sector partners as well, leading to the updated document in this month's board packet. The CIP is one of many ways that CCDC has improved its operation and become an innovative and high performing agency over the past few years. One of the key guiding principles is



centered around collaboration. In fact, the word collaboration is prominent in our well-known Collaborate-Create-Develop-Complete mantra. That guiding principle is this: "Collaborating with public and private partners to proactively plan and complete high quality development projects advances our planning goals and enriches Boise's prosperity."

A recent enhancement to our internal agency manifesto is the adoption of goals that were created and declared by the City Council and Mayor of Boise. Take a look at the annual report for 2017, and while you're at, it look at 2016 and 2015. Those are impressive reports from and provide a distilled view of the tangible and measureable results we've achieved. These goals are outstanding and aligned with the city and will help in our pursuit of perfect balance. Whether you serve CCDC as a board member, employee, vendor, or private partner, you've played a key role in many great agency accomplishments. And in the spirit of March Madness and nod to Coach K, there are more big wins ahead as we move onto the next play.



Finance Team: Ross Borden, Joey Chen, Kevin Martin, Mary Watson, Kathy Wanner

Update: Vendor Payment via ACH

Two years ago the Executive Committee authorized Finance to emphasize to Agency vendors an ACH (Automated Clearing House – an electronic funds-transfer system) process as the Agency's preferred vendor payment option. So began the formal, gradual transitioning from a manual, hard copy check-based bill-paying process.

To-date this fiscal year the Agency has paid bills totaling \$8.4 million. Seventy-two percent (\$6.1 million) of those payments were made via ACH. Three checks totaling about \$1 million (\$750k Type 3 Transformative reimbursement to Athlos Academies and just under \$230k in two checks to YESCO) comprised much of the remaining 28% (\$2.3 million) paid by check.

While the two payment processes are nearly identical, ACH advantages include improved customer service, faster payment, fewer manual processes (checks, envelopes, postage), increased security and accountability, convenience for recurring expenses, better for large dollar amounts, more efficient month-end processes (bank reconciliations), and eliminating a slow and cumbersome check-signing process for the Board Treasurer and Executive Director. Like checks, most ACH payments receive prior approval via Purchase Order and have usually been previously approved by the Board.

The Agency encourages all vendors – especially new vendors – to participate. Vendors only have to provide their banking information and a W9 form. The Agency respects that some vendors simply prefer to be paid by check and plans to always offer hard copy checks as a payment option.

COMPETITIVE BIDDING and QUALIFICATION-BASED SELECTIONS

ParkBOI Garage Signage – Invitation to Bid

New parking garage signage to implement the ParkBOI brand identity.

2017

- April 10: Board awards public works construction contract to YESCO.
- May 16: Contract executed.
- Summer: Permitting and fabrication.
- Nov 15: Amendment signed to account for permitting delays.

2018

- February: Final Completion delayed due to sign fabrication delays.
- March 2: Substantial Completion met. All signs are installed and illuminated.
- March 23: Final Completion 21 days later.



CM/GC Central District Improvements Project

Selection of a Construction Manager / General Contractor (CM/GC) for final year (pre-sunset) Central District improvements.

2017

- August 9: Request for Qualifications issued; public notice in *Idaho Statesman*.
- Sept 7: Submissions due from licensed CM/GCs.
- October 9: Board approved Guho Corp as CM/GC.
- November 21: Contract Executed; pre-construction services begin.

2018

- February 12: The Board approved the contract amendment for first Guaranteed Maximum Price (GMP) for construction.
- March 12: The Board will consider the second GMP for construction.

2018 Streetscape Improvements Project – Selection of Design Professional

Design of 2018 streetscape improvements on River Street between Ash Street and 12th Street.

2017

- October 24: RFP issued to three on-call design professional firms.
- November 8: Proposals due from the design professionals.
- November 28: The Land Group selected as the design professional of record.

2018

- January: Task Order with The Land Group for design documents. Note: Project costs are estimated at less than \$200k – informal bidding is planned.
- April: Construction Bidding anticipated.
- Summer: Contract awarded / Construction to proceed anticipated.

CM/GC Westside District Urban Park Project

Selection of a Construction Manager / General Contractor (CM/GC) for an Urban Park project in the Westside District.

2017

- November 22: Request for Qualifications issued.
- Nov 23 & 30: Public notice in Idaho Statesman.
- December 8: Submissions due from licensed CM/GCs.

2018

- January 8: Board approval of Wright Brothers as CM/GC.
- March: Contract executed; pre-construction services begin anticipated.

Power Line Undergrounding – Invitation to Bid



Formal bid process to select an electrical contractor to install underground power in the alley between Main and Idaho running from 3rd Street to 5th Street. The project will be in coordination with Idaho Power and ACHD.

- January 24: Invitation to Bid issued.
- February 22: Bids due. One Bid received.
- March, 12, 2018: The Board will consider awarding the contract.
- June 2018: Notice to Proceed (in conjunction with ACHD's start date)

10th & Front Garage Concrete Repairs – RFQ and Bidding

Two-step process to contract for extensive concrete repairs. Pre-qualification process then bidding process. Construction in Summer 2018.

- March 1, 2018: Request for Qualifications Issued.
- March 1 and 8: Public notice in the Idaho Statesman newspaper/
- March 15: Statements of Qualifications are due from licensed contractors.
- April: Board approval of pre-qualified contractors *anticipated*.
- May: Invitation to Bid given to pre-qualified contractors.
- June: Board approval of bid; contract for construction *anticipated*.

Other Contracts Activity

Central District

- **Fountain Supply Company**: Professional Services Agreement to synchronize The Grove Plaza fountain's jets to music, to complete the spring startup procedures, and to provide operational reviews.
- **TML**: License agreement to utilize a portion of 8th Street for a one day crane placement to remove and replace the HVAC system on the Fidelity Building.
- Ruth's Chris Steak House, Dawson Taylor Coffee, PieHole Pizza, The Mode Lounge, Thomas Hammer Coffee, Matador, and Diablo & Sons: in preparation for the Central District sunset and the upcoming improvements along 8th Street, CCDC has obtained updated property owner and the associated tenant sidewalk Patio License agreements for the outdoor dining space on 8th Street.

River-Myrtle / Old Boise District

• **Guho Corp**: Short-form Public Works Construction Agreement to repair two driveway approaches on the north side of Main Street between 5th and 6th streets.

Westside District

- Wash Worx: Task Order for fabrication and install of 10 direct-bury bike racks along the Gem Noble block on Main Street.
- **ProCare Landscaping Services**: Task Order to provide landscape maintenance services and seasonal tree pruning on the recently acquired 421 N 10th Street property (former Idaho Sporting Goods).



• **Total Systems Service**: Services Agreement for HVAC Preventative Maintenance at the 421 N 10th Street property.

Parking

- The Parking Consultants: Updated On-Call contract.
- KPFF: Task Order to provide structural engineering services, including construction documents and construction administration, for the 10th & Front Parking Garage Concrete Repair Project.

Agency-Focused

- JedSplit Design: Task Order for design services for the Agency's 2017 Annual Report.
- **Quadrant Consulting**: Task Order for an infrastructure assessment in the proposed Shoreline District.

Development Team: Todd Bunderson, Matt Edmond, Shellan Rodriguez, & Laura Williams, Karl Woods, Doug Woodruff, Ben Houpt.

ECONOMIC DEVELOPMENT

2403 W Fairview - Adare Manor Development - Designated PP

Project Description

A proposed housing development by Northwest Integrity Housing which incorporates the City owned ground on the south side of Fairview between 24th & 25th Street. This development includes 134 units of mixed income housing, including market rate and affordable housing and retail space. It also includes a variety of sources of funds including state and local funds.



Update

The development has been approved at Design Review and is moving forward with a below market rate ground lease from the City of Boise and funding from the City Department of Housing and Community Development. The Developer has been awarded a Type 2 Participation Agreement for approximately \$480,000 of the roughly \$940,000 in eligible public improvement costs (street improvements, streetscapes, undergrounding utilities). CCDC



awarded up to \$250,000 in additional funds for utilities in a Type 4 Agreement. Total anticipated assistance is \$730,000.

Next Steps

Because 30th Street District priorities have been revised and other private projects did not yet come to fruition, additional funds became available in the District and staff will be requesting approval of Type 4 Participation Agreement in February to complete streetscapes, sidewalks and utility undergrounding.

Other Active Economic Development Projects

503 - 647 S. Ash Street - Ash Street RFP - PP Type 5

The DDA is fully executed and the alley vacation was approved by ACHD in February. The Developer is revising construction plans based on building department comments received, which has delayed closing. The Developer's financing seems strong but will be reviewed to confirm it remains in place when the construction start date is better known.

INFRASTRUCTURE PROJECTS

122 N 5th Street - Shops at 5th - PP Type 1

Project Description

The property owner of the Brownfield's building located on the southeast corner of 5th and Idaho Street plans to remodel the existing building for office and retail use. The renovation project includes significant alteration to the existing building and a 2,988 SF second floor addition. Public improvements in the right of way will be completed on 5th Street and Idaho Street frontages.



Update

The Board Designated the Shops at 5th as a Type 1

5th Street Rendering

Project at the February Board meeting. Staff has drafted a Type 1 Participation agreement to be approved by the Board at the March meeting on the Consent Agenda.

Next Steps

If the Board approves the Agreement in March, staff will execute the contract. Construction will begin this spring and is scheduled to be complete in early 2019. Reimbursement will be based off actual costs once construction is complete.

Other Active Infrastructure Projects

Bannock Street, 9th to Capitol Blvd - Streetscape Improvement Project & 8th Street, State - Bannock, Both Sides (Split with River Myrtle/Old Boise District)

CCDC is restarting this project to align the design and construction with ACHD's DBIP work in the area in 2019. Staff submitted a Cost Share Application, and has hired Jensen Belts Associates as the design professional for the project. The project area has been surveyed.



CCDC has met with the City for multiple schematic design meetings. Jensen Belts Associates is working on parking, bike lane and vehicle travel options. The most viable design options are to be selected in collaboration with the City, and will be presented to stakeholders.

T3 Participation: Streetscape Improvements Front & Myrtle, 9th & 11th (JUMP/Simplot HQ)

The developer submitted a notice of completion and documentation of costs and CCDC staff inspected the streetscape improvements in February. The final certificate of occupancy is still outstanding. Staff is preparing written confirmation and determining if there are any outstanding requirements for public access prior to issuing the written confirmation.

222 N 8th Street - Diablo & Suns - PP Type 1 Potential

The Board designated Diablo & Sons as a Type 1 Project at the February Board meeting. Staff has drafted a Type 1 Participation agreement to be approved by the Board at the March meeting on the Consent Agenda. The applicant received updated cost estimates which will allow the owner to augment the project scope to include additional awnings along 8th and Main streets. The project will include three additional awnings to replace existing canvas canopies. If the Board approves the Agreement in March, staff will execute the contract. Construction has begun and the new awnings will be installed this spring. Reimbursement will be based off actual costs once construction is complete.

MOBILITY PROJECTS

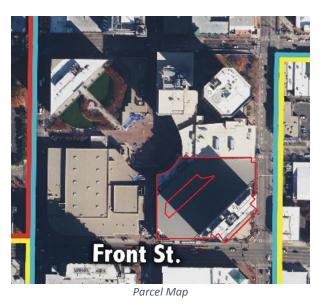
Capitol & Front Garage

Project Description

CCDC is working to value the garage and is considering how best to approach a disposition process. This garage was originally built in the late 1990's as part of a larger Grove Hotel development. CCDC has owned and operated the garage for the last 20 years, and the timing is right to consider removing it from the ParkBOI system.

Update

CDC has received a consulting valuation that sets the value of the garage at \$6.8 million. Agency staff is now working with legal counsel to draft an RFP for review and approval at the March Board meeting. The disposition process and RFP criteria will be presented.



Next Steps

Staff is requesting feedback and approval of the RFP at the March meeting. After the meeting, CCDC will finalize the RFP, publish it, and proceed with the RFP per statutory requirements. The Board will review proposals at the April or May Board meeting.



Other Active Mobility Projects

ParkBOI Garage Painting

The project has been completed, and CCDC has collected the last of the closeout documents.

1101 Front - 11th & Front Garage

CCDC has provided direction to the developer on parking equipment and waterproofing. Signage package approval is in progress. The added deck of the garage has pushed the PSA out to this month. The garage is planned to be open for public use in March. Okland Construction is completing final punch list items.

Bike Rack Infill

Based on a citizen request, CCDC installed ten additional bike racks on the Gem Block (Main between 10th and 11th streets) in early March. CCDC has installed twenty-nine bike racks based on requests from citizens, businesses, and other agencies in 2018. The Agency is working with the Chamber of Commerce and Gardner Company to install bike racks in front of Chamber offices on 11th Street. CCDC will also be fielding a prototype for a new bike corral in April.

5th & 6th Street - 2-way Conversions - CIP Project

ACHD has fully budgeted for conversion of 5th and 6th Streets (except 5th north of Washington) in 2019, with no cost share from CCDC. The City, CCDC, and some stakeholders have been evaluating impacts to parking and streetscapes under ACHD's proposed concept. Project kickoff TBA.

Exterior Signage for All Garages

All signs have been installed and lighting activated, though occasionally some signs are deactivated to work on minor electrical issues. The Parking Operator is currently working with the PARCS equipment supplier to activate the vehicle count system. Kiosk count signs are expected to be operational by the end of March.

Parking Rate Examination

The Downtown Parking Strategic plan suggested a periodic evaluation of our rate structure. New rates went into effect February 1. There were only seven monthly permit cancellations, and there hasn't been any noticeable drop-off in monthly customer usage. We expect a parking rate examination to be part of the annual budget process and will make recommendations accordingly.

5th and Front - Parking Garage - PP Type 3, 5

Staff continues to work with legal counsel and the developer to get necessary documentation in place describing CCDC's partnership for the developer to use as they secure financing. In addition the land conveyance, CCDC will provide parking assistance and reimbursement for eligible public improvements. The developer is working toward a late spring/early summer groundbreaking. Staff anticipates bringing a Disposition Agreement to the Board in the coming months. CCDC will convey the land once financing is secured and building permits obtained. The construction period is approximately eighteen months.



PLACE MAKING PROJECTS

Freak Alley & Union Block Alley - CCDC Alley Program

Project Description

CCDC and City of Boise are working with property owners and managers to improve Freak Alley and Union Block Alley as public spaces. Boise planning staff will manage an urban design process with a stakeholder group (including ownership interests), followed by final design and construction to be managed by CCDC.



Update

The sewer work was completed in February.

Next Steps

CCDC Board will consider GMP #2, which covers the alley work, at the March 12 Board meeting. If approved, work will begin in Freak Alley in late March and conclude in Union Alley in mid-June.

Other Active Placemaking Projects

West End Traffic Box - Public Art

Artist selection was conducted March 7, 2018 and design content will be developed.

South 8th Street District Plan - CIP Project

The artists have been selected through the City, and design professionals for design projects have been contracted by CCDC. The project schedules are being reevaluated based on comments with the exception of the Simplot Alley work which will align with ACHD's permeable alley project in 2018. CTY Architects has provided a revised design for the tension sculpture based on Board comments.

River Street Streetscape Improvements

An RFP was issued to select design professionals and The Land Group Inc. has been selected. The schematic design is underway and has been submitted to design review. The Land Group and CCDC have met with the City, ACHD and adjacent property owners. The Land Group has incorporated feedback from those meetings into the design and has submitted for Design Review Approval.

Boise City Art Project (South 8th Street Area)

An artist has been selected for the mural at 8th and Fulton streets. The City has received an RFP response for the 8th Street pedestrian bridge lighting, and has refined the lighting scheme.



The mural is scheduled to be installed in spring of 2018. CTY Architects has provided revised design for the tension sculpture based on Board comments.

5th & Myrtle New Signalized Crossing

Construction road closures caused by The Fowler have ended, finally allowing for data collection necessary for a signal warrant analysis. COMPASS and ACHD will be collecting traffic and pedestrian data at and around the intersection in the coming weeks.

Alley, 6th to 3rd between Main & Idaho - CCDC Alley Program

Anderson & Wood Construction was the only bidder at the February 22 bid opening. The Board will consider contract award at its March 12 Board meeting.

Central District Improvements (Including 8th Street) – CIP Project

Construction of 8th Street furnishing zone improvements began on schedule, February 26, in front of Fork. The temporary facilities and detours immediately garnered public feedback, "I like how they formed the pedestrian traffic controls on 8th. [...] worth repeating in the future." Guho Corp. has prepared the second GMP amendment to the Central District CMGC Contract. It includes all contemplated work on Freak Alley and Union Alley, as well as procurement of some site furnishings for all phases of the project. CCDC staff is recommending approval of the contract amendment at the March 12 Board Meeting. Capitol Boulevard streetscape and protected bike lane improvements have obtained Design review approval. CSHQA is producing technical drawings and working with CCDC staff to coordinate with key stakeholders. The Freak/Union alley construction activity is planned to occur from April to June 15, depending on the status of other construction projects occurring in the area. Capitol Boulevard construction is planned to occur during June, July and August. As construction approaches further detail will be developed and coordination with key stakeholders will occur.

SPECIAL PROJECTS

617 S. Ash St. - Hayman House - PP Type 5

CCDC is working with the City of Boise Arts & History on reimbursement and conveyance plans.

PROPERTY MANAGEMENT UPDATES

8th Street

CCDC is working with Boise Crane to put together a License Agreement for a Street Closure on March 11 for work at the Fidelity Building.

ParkBOI Sign Project

Substantial completion achieved March 1. YESCO is working on the punch list and closeout documents. Expected final completion is March 22.

9th & Front Safety Railing

Cable covers were installed mid-January. The install of railing postponed due to weather, new install dates are March 17 - 20.

10th & Front Repairs



RFQ issued March 1. KPFF has been contracted to provide bid documents. This project is projected going out to bid in May.

ParkBOI Sign Phase II

CCDC met with Colliers to discuss multi-tenant signs in BODO on December 6. Colliers is working on a design.

Ash Street Properties

CCDC is working to relocate items stored at the future Ash Street Townhomes site.

The Grove Plaza

CCDC is working on the spring maintenance task list. The Suez Fountain activation and furnishings are anticipated to be the week of April 30.

